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MINUTES OF THE COURT
OF
RENSSELAERSWYCK

1648-1652

Translated and edited
by
A. J. F. VAN LAER
Archivist, Division of Archives and History

ALBANY
THE UNIVERSITY OF THE STATE OF NEW YORK
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Division of Archives and History

December 21, 1922

Dr. Frank P. Graves
President of the University

DEAR SIR:

I herewith transmit and recommend for publication the volume entitled *Minutes of the Court of Rensselaerswyck*, April 2, 1648 to April 15, 1652, translated and edited by A. J. F. van Laer, Archivist of the Division of Archives and History.

In point of view of date this volume precedes the *Minutes of the Court of Fort Orange and Beverwyck* already published. Reference to the preface by the translator and editor will show the position which these minutes occupy in relation to the previous publication. Their importance in giving a picture of the legal, institutional and economic conditions of the time has already been called to your attention in the volume to which reference has been made.

Very truly yours

JAMES SULLIVAN
State Historian and Director

Approved for publication

FRANK P. GRAVES,
President of the University and
Commissioner of Education

PREFACE

The court of the colony of Rensselaerswyck, whose minutes for 1648–1652 are published herewith, formed from an early date an important part of the judicial organization of the province of New Netherland. The court was erected by Kiliaen van Rensselaer by virtue of the power conferred upon him by the charter of Freedoms and Exemptions of 1629, which provided that members of the Dutch West India Company who within four years after giving notice to the company should plant in New Netherland a colony of fifty adults should be acknowledged as patroons and should hold their land from the company as a perpetual fief of inheritance, with "high, middle and low jurisdiction." By these terms the patroons were authorized to administer civil and criminal justice, in person or by deputy, within the limits of their respective colonies and to erect courts whose jurisdiction should extend to matters affecting life and limb, although article 20 of the charter provided that from all judgments given by the courts of the patroons above 50 guilders there should be appeal to the director general and council of New Netherland.[1]

The first step to organize a court in the colony of Rensselaerswyck was taken by the patroon on July 1, 1632, when he appointed Rutger Hendricksz van Soest schout and empowered him to administer the oath of schepen to Roelof Jansz van

[1] This appeal applied only to judgments in civil cases. According to the Dutch criminal procedure of that period, conviction was had only upon confession by the criminal, extorted by torture, if necessary. From sentences rendered upon such conviction there was no appeal. The right of appeal was largely nullified by a pledge which the patroon exacted from the colonists not to appeal to the supreme court of New Netherland. Kieft and afterwards also Stuyvesant held that this was an infringement of the charter, but the patroon, in a letter to Kieft, dated May 29, 1640, maintained that a clause to that effect was inserted in the contracts with the colonists merely for the purpose of preventing them from wasting their time and money in needless litigation. See *Van Rensselaer Bowier Mss*, p. 476, and *Doc. rel. to Col. Hist. N. Y.*, 1:423.

Masterland, Gerrit Theusz de Reus, Maryn Adriaensz, Brant Peelen and Laurens Laurensz, all of whom, with the exception of de Reus, were then residing in the colony. The patroon issued instructions for the schout and schepens on July 20, 1632, and sent these to the colony by his nephew Wouter van Twiller, the newly appointed director general of New Netherland, who also took with him a silver plated rapier with baldric and a hat with plumes for the schout, and black hats with silver bands for the schepens.

Van Twiller sailed from the island of Texel, on the ship "Soutberg," shortly after July 27, 1632, and arrived at New Amsterdam in April of the following year. He had with him a power of attorney from Kiliaen van Rensselaer to administer the oath of schout to Rutger Hendricksz van Soest, but as far as can be judged from the meager information that is available did not administer the oath.

Conditions, just then, were not favorable for the erection of a court in the colony. Differences had arisen in the board of directors of the Dutch West India Company in regard to the fur trade and efforts were made by those who were opposed to the agricultural colonization of New Netherland to deprive the patroons of the privileges granted to them by the charter of Freedoms and Exemptions. Van Rensselaer complains of this in a memorial presented by him to the Assembly of the XIX on November 25, 1633,[1] in which he makes the statement that in July, 1632, he had people and animals enough to start five farms, but that his efforts were frustrated because the Company refused to let him have carpenters, smiths and other mechanics and also declined to furnish his people with supplies, in exchange for grain and dairy products.

Taking this statement in connection with the facts that Rutger Hendricksz' term of service as a farmer was about to expire and that his name does not appear in the records of the colony after 1634, it seems safe to conclude that when Van Twiller arrived

[1] *Van Rensselaer Bowier Mss*, p. 235–50.

in New Netherland Rutger Hendricksz had determined to leave the colony and declined to accept the position of schout.

Van Twiller wrote to the patroon and recommended Brant Aertsz van Slichtenhorst for the post,[1] but before his letter was received the patroon had already made other arrangements and entered into a contract with Jacob Albertsz Planck, whereby the latter was engaged as schout for the period of three years. Planck received his instructions on April 27, 1634, and soon after sailed for the colony, where he arrived on or just before the 12th of August. His instructions provided that on his arrival in New Netherland he was to present himself before Director Van Twiller and to request him to administer to him the oath of office " instead of to Rutger Henrickssz, according to previous power of attorney " and, furthermore, that at the first opportunity he was to choose three schepens from among the fittest of the colonists, so that he could hold court if need be. Presumably, therefore, the court of the colony was first organized shortly after August 12, 1634.

The court as then constituted corresponded to the usual courts of schout and schepens as they at that time existed in most of the manors of the Netherlands. It was evidently intended to be a court of limited civil and criminal jurisdiction, for the patroon, in a letter to Wouter van Twiller, dated April 23, 1634, distinctly states that Michiel Pauw, in his colony of Pavonia, calls Cornelis van Vorst his " chief officer," but that for his own reasons he desires that " Jacob Planck shall as yet not be otherwise entitled than as officer," thereby indicating, it seems, that he was not to have the rank of a city schout, or the presiding officer of a superior court having power to inflict capital punishment.[2]

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[1] *Van Rensselaer Bowier Mss*, p. 281.

[2] Wassenaer, under date of November 1626, speaking of the court at Manhattan as at first established by Minuit, says: " The council there administers justice in criminal matters as far as imposing fines, but not as far as corporal punishment. Should it happen that any one deserves that, he must be sent to Holland with his sentence." J. F. Jameson, *Narratives of New Netherland*, p. 84.

Planck not only held the position of schout, but also that of *commies*, or trading agent and administrative officer of the colony. His services were not satisfactory, so that at the expiration of his term, in August 1637, he was not reappointed. The patroon, however, had difficulty in finding a suitable successor and requested Planck to remain until the arrival of Arent van Curler, who was sent out as his assistant in the latter part of December of that year. Planck was back in Holland in August 1639, and probably left the colony shortly after May 12th, when the patroon wrote to Director General Kieft: "I am negotiating about sending some people of capacity to my colony, but they were not able to make up their minds so quickly and to get ready, and in the former officer, Jacob Planck, I do not find a proper manager. He knows more about trading furs, which have been of greater profit to him than to me; however, I wish to part with him in friendship and not to give the least occasion for dissatisfaction among my people, for they stir one another up." Having failed to find a successor to Planck, the patroon, the same day, entrusted the administration of justice and the general management of the colony to three *gecommitteerden*, or commissioners, namely, Arent van Curler, Pieter Cornelisz van Munnickendam and Cornelis Teunisz van Breuckelen. Of these, the first was made secretary and bookkeeper of the colony and until further order was also to act as officer and *commies*, the second was made receiver of tithes and supercargo of the vessel, and the third was appointed the patroon's *voorspraecke*, or attorney, to defend his interests. These three commissioners managed the affairs of the colony until the arrival of Adriaen van der Donck, who was commissioned officer of justice on May 13, 1641. Just how long Van der Donck held the post of officer is not known. He arrived in the colony in August 1641, and like Planck and other officials of the colony was probably appointed for a period of three years, so that his term of office would seem to have expired in August 1644.[1]

[1] Cf. *Doc. rel. to Col. Hist. N. Y.* 1:431, 532–33.

Just about this time word must have reached the colony of the death of the patroon. An entry in the minutes of the director general and council of New Netherland under date of August 8, 1644,[1] in which reference is made to " the heirs of Mr Renselaer, deceased," shows, namely, that Kiliaen van Rensselaer died, not in 1646, as stated by O'Callaghan, Brodhead and all other writers, but some time prior to August 1644, and perhaps as early as the fall of 1643, when the patroon's letters to the colony, published in the *Van Rensselaer Bowier Manuscripts*, ceased.

The patroon's estate and title now descended to his eldest son, Johannes, who, being a minor, was with his property placed under the guardianship of his uncle Johan van Wely and his cousin Wouter van Twiller. Upon these guardians, therefore, devolved the duty of appointing a successor to Van der Donck. The latter had been lax in the performance of his duties, so that many abuses had sprung up in the colony and a firmer hand was needed in dealing with the colonists. The man chosen for this purpose was Brant Aertsz van Slichtenhorst, the same person who in 1633 had been recommended by Van Twiller for the position of schout of the colony.

Van Slichtenhorst was appointed director of the colony on November 10, 1646, but before this appointment was made, Van der Donck had already left the colony and Nicolaes Coorn, the commander of Rensselaers-Steyn, a small fort on Beeren Island, at the southern entrance to the colony, had taken his place. Coorn acted as officer of the colony until Van Slichtenhorst's arrival in March 1648, but was then given the title of *Officier Luytenant*, or deputy sheriff, and made Van Slichtenhorst's assistant, in which capacity he was soon succeeded by the latter's nephew, Gerrit van Wenckum.

Of the records of the court, from its organization in 1634 to the end of Nicolaes Coorn's term as officer, nothing has been preserved and little is known of what actually happened in the

[1] *New York Colonial Mss*, 4:99.

colony beyond what may be gathered from the patroon's correspondence, which stops in 1643.

Several facts, however, are known which show, not only that court was held between 1643 and 1648, but that during or even before this period the court had ceased to be a court of limited civil and criminal jurisdiction. One of these facts is that on February 4, 1644, and again on August 28, 1647, sentence of banishment was pronounced on Willem Jeuriaensz; another, that on August 13, 1644, a similar sentence was pronounced on Adriaen Willemsz; and still another that, apparently in 1646, Wolf Nyssen, a native of Fulda, in Hessen,[1] was executed for a crime which is not mentioned in the accounts. This execution is the only case of capital punishment in the colony of which we have any record. The sentence was carried out by a negro named Jan, who received 38 guilders for the task. The name of the negro does not appear in the account books of the colony except under the date mentioned above. It is probable that he was a slave belonging to the Company, who had been hired for the special purpose, for on March 9, 1643, in connection with the arrest of refractory colonists, the patroon wrote to Van der Donck: "I am almost thinking of asking some of the negroes (with consent of the honorable Director Kieft) or even to employ for your assistance some Indian of good courage and obedience who would then also be of service to you in other things." [2]

Van Slichtenhorst, as already stated, was appointed on November 10, 1646. He received his instructions and took the

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[1] "t'Stift Vol in Hessenlant;" *N Y. Col. Mss*, 2:61a; 3:135a. Cf. *Van Rensselaer Bowier Mss*, p. 830, where "t'Stift" has been interpreted erroneously as referring to the Sticht, or bishopric of Utrecht.

[2] *Van Rensselaer Bowier Mss*, p. 642. September 27, 1646, a slave named Jan Francisco, the younger, was manumitted by the director general and council of New Netherland at the request of Domine Megapolensis. This may have been the negro who was employed to carry out the sentence in the colony. See *Laws and Ordinances of New Netherland*, p. 60.

oath of office on September 4, 1647,[1] and on the 26th of the same month sailed for his post. He landed in Virginia on December 12th, thence proceeded by another ship to Manhattan, which he reached on February 7, 1648, and finally arrived in the colony on March 22d. Van Slichtenhorst was then 59 years of age.[2] He was born at Nykerck, in the province of Gelderland, where his ancestral estate, known as the Aert-Brantsgoed, extending on both sides of the Slichtenhorst road, adjoined the property of the Van Twillers and was situated not far from Corlaer, the original seat of the Van Curlers. Thus, long before his coming to New Netherland, he must have been well acquainted with both Wouter van Twiller and Arent van Curler, the latter of whom was at the time of his appointment in Holland and returned with him to New Netherland.

Van Slichtenhorst married early in January 1614, at Nykerck, Aeltje van Wenckum, a distant relative of Kiliaen van Rensselaer, by whom he had nine children, namely, four sons and five daughters, of whom Arend, the historian of Gelderland, and a daughter Goudje, or Hillegonda, remained in Holland. A younger daughter, Margaret, and his son Gerrit[3] accompanied him to New Netherland, and the other children died young. He was a deacon of the Dutch Reformed Church at Nykerck from

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[1] For abstracts of Van Slichtenhorst's commission and instructions and the form of the oath, see G. Beernink, *De Geschiedschrijver en Rechtsgeleerde Dr. Arend van Slichtenhorst en zijn vader Brant van Slichtenhorst, Stichter van Albany, Hoofdstad van den Staat New-York* (Werken uitgegeven door de Vereeniging Gelre, No. 12), Arnhem, 1916, p. 155–64.

[2] According to Mr Beernink, Van Slichtenhorst was on January 1, 1656 more than 67 years old, and in 1664, 76 years of age. See his biography, p. 216, 255.

[3] Gerrit van Slichtenhorst married Aeltje Lansing. He had a daughter Aeltje, or Alida, born at Beverwyck, who married, first, Gerrit van Schaick, and secondly, Pieter Davidz Schuyler. In O'Callaghan, *History of New Netherland*, 2:69, this daughter Aeltje is erroneously given as a daughter of Brant Aertsz van Slichtenhorst. Margaret, or Grietje, van Slichtenhorst became the wife of Philip Pietersz Schuyler. Cf. G. W. Schuyler, *Colonial New York*, 1:179, and also 1:171, where Arent van Slichtenhorst is erroneously called Brant Aertsz van Slichtenhorst's brother.

1619 to 1622, and from 1621 to 1627 was subcollector at the same place for Joncker Carel Bentinck ten Berencamp, one of the representatives of the nobility of the district of the Veluwe, who held the lucrative office of collector or receiver.

Van Slichtenhorst's name first appears in connection with New Netherland under date of June 25, 1632, when he was appointed commissary of stores by the Amsterdam Chamber of the Dutch West India Company.[1] He was to sail in that capacity to New Netherland in the company of Director Wouter van Twiller, but was unexpectedly detained by his former employer, Bentinck, owing to a litigation in which the latter was involved with the inhabitants of Nykerck. Having, in view of his appointment, already disposed of his property at Nykerck, Van Slichtenhorst first removed to Harderwyck,[2] where his son Arend attended the university, but soon after changed his residence to the city of Amersfoort, where from 1636 to 1644 he held the position of lieutenant schout, and where he remained until his departure for New Netherland in 1647. Before coming to New Netherland, therefore, Van Slichtenhorst had considerable experience, both as an administrative officer and as deputy schout.

His contract with the guardians of the young patroon provided that he was to hold the positions of *hoofd-officier* and director of the colony for the period of three years from the date of his arrival in the colony. As *hoofd-officier*, he was to preside over the court, to act as public prosecutor and to perform the combined duties of a modern sheriff and chief of police. As director, he was the chief administrative officer of the colony and as such was to collect the patroon's revenues derived from farms, mills, licenses to trade, etc., of which he was to render a strict account,

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[1] For a facsimile of this commission and a printed copy of the text, see Beernink, p. 69, 77.

[2] Mr Beernink, p. 83, states that the principal street at Harderwyck, called the Donkerstraat, was on account of its many prominent residents dubbed the Jonkerstraat. It is not unlikely that the Jonker straet at Beverwyck, or Albany, afterwards corrupted to Yonker street, derived its name from this nickname of the corresponding street at Harderwyck.

with the understanding, however, that he was not to engage in the fur trade, or to act as *commies*. For the performance of these various duties he was to receive a salary of 900 guilders a year, of which 150 guilders were to be paid in Holland to his daughter Hillegonda, who shortly after his departure married at Nykerck Pieter van der Schuer. In addition to this salary, Van Slichtenhorst was to receive one third of the fines and the proceeds from confiscated property, above the amount of ten guilders; below that amount, he was to have the entire sum, provided that one half was to go the deputy schout. As a third source of income, he was to have the *toepachten*, or fees paid in addition to the annual rent and tithes of the farms.

The contract further provided that with his daughter Margaret, his son Gerrit, and his nephew Gerrit van Wenckum, the director was to enjoy free passage and board to New Netherland[1] and that in addition he should receive 150 guilders for moving expenses. After his arrival in the colony, he was to have, rent free, the house and garden formerly occupied by the *commies*, Arent van Curler, and, furthermore, four cows and two horses on shares, 8 acres of plowed land and as much pasture as was needed for the horses and cattle. Finally, he was to receive 5 per cent of the profits of the trade which the guardians expected to carry on between Amsterdam and New Netherland, but in regard to which they at that time did not wish to commit themselves definitely.

Van Slichtenhorst's instructions, dated September 4, 1647, consisted of 24 articles. They provided in substance that upon his arrival at the island of Manhattan he was to present his respects to the director general and deliver to him a letter from the guardians of the patroon. At the first opportunity he was to proceed to the colony, call upon Domine Megapolensis, make known his official capacity and ask his advice in regard to the

[1] Van Slichtenhorst's wife died before January 1, 1645, and therefore did not accompany him to New Netherland. See Beernink, p. 119.

administration and redress of the colony. He was then to present his commission to the council, thank the members for their services and summon Anthony de Hooges and Abraham Staets, in order to notify them of their appointment as *gecommitteerden* by the patroon. He was furthermore to make regulations for the proper observance of the "Sabbath of the New Testament," to enforce the contracts and the ordinances, to collect the revenues, and to attend to the proper administration of justice, taking care not to keep persons for a long time in detention at the expense of the colony, but to bring them speedily to trial and, whenever required, to inform the court of the names of the persons who were in custody and the cause of their arrest.

The court as organized by Van Slichtenhorst consisted at first of four and afterwards of five persons, of whom two were designated as *gecommitteerden*, or commissioners, and two, or afterwards three, are in the record indiscriminately referred to as *raden*, *raetspersonen*, *gerechtspersonen*, or *rechtsvrienden*. The duties of the *gecommitteerden* were primarily of an administrative nature, while those of the *raden*, contrary to what one might expect from the title, seem to have been chiefly judicial. The *gecommitteerden* represented the patroon and acted under definite instructions from the guardians. The *raden*, on the other hand, were appointed by the director, but represented the colonists, it being at that time held sufficient if persons who were to represent others were chosen from among them, so as to represent their class. The only requirement was that they should not be in the patroon's service. Goossen Gerritsz made a point of this on October 22, 1648, when as one of the reasons for his being unable to accept the office of *gerechtspersoon* he stated that he was "not yet on a free basis with the patroon." The objection, however, was overruled, so that he was obliged to serve.

The members of the court were as a rule chosen from among the most prominent residents of the colony. De Hooges, one of the first commissioners, had been sent out in 1641 as assistant to Arent van Curler. Upon the latter's departure for the Nether-

lands, in October 1644, he was put in charge of the colony and given the title of *commies*. After the arrival of Van Slichtenhorst, he became secretary of the colony, a position which he occupied until his death in October 1655. Staets was a surgeon and trader, who came to the colony in 1642. He held the office of *raetspersoon* from February 5, 1643, to April 10, 1644, and from the latter date to April 10, 1648, was *Presideerende*, or presiding officer of the council. As *gecommitteerde*, he was before June 5, 1649, succeeded by Jan van Twiller, whose place in turn, on January 5, 1651, was taken by Arent van Curler. The office of *raet*, or *gerechtspersoon*, was held by such men as Andries de Vos, Rutger Jacobsz van Schoonderwoert, Goossen Gerritsz van Schaick, Jan Verbeeck and Pieter Hertgers, all of whom were prominent members of the community, and who afterwards became members of the court of Fort Orange and Beverwyck.

The proceedings of the court presided over by Van Slichtenhorst cover the period from April 2, 1648, to April 15, 1652. They form the most important source for the history of the colony during that period, but unfortunately add but little to what is known from other sources in regard to the outstanding event of that period, namely, the controversy between Van Slichtenhorst and General Peter Stuyvesant regarding the jurisdiction of the territory around Fort Orange, which forms one of the dramatic episodes of the history of New Netherland. As is well known, this controversy had its origin in the claim made by the patroon, as early as 1632, that "all the lands lying on the west side of the river, from Beyren Island to Moeneminnes Castle," . . . "even including the place where Fort Orange stands,"[1] had been bought and paid for by him. The Dutch West India Company, on the other hand, maintained that the territory of the fort, which was erected several years before the land of the colony was purchased from the Indians, belonged to the Company and con-

[1] Instructions to Rutger Hendricksz van Soest, July 20, 1632; *Van Rensselaer Bowier Mss*, p. 212.

sequently was not included in the patroon's purchase. The question had remained unsettled during the lifetime of Kiliaen van Rensselaer, but came to an issue when Van Slichtenhorst, soon after his arrival in the colony, began to issue permits for the erection of houses in the immediate vicinity of the fort. Stuyvesant objected to the erection of these houses on the ground that they endangered the security of the fort and ordered the destruction of all buildings within range of cannon shot, a distance at first reckoned at 600 geometrical paces of 5 feet to the pace, but which afterwards was reduced to 150 Rhineland rods.[1] The order called forth a vigorous protest from Van Slichtenhorst, who regarded it as an unwarranted invasion of the patroon's rights, and he proceeded with the erection of the buildings. A counter protest followed and in 1651 charges were brought against Van Slichtenhorst, who was summoned to appear before the director general and council at Manhattan and there detained for 4 months. The controversy continued after his return, but was definitely settled on April 10, 1652, when a proclamation, drawn up by the director general and council of New Netherland on the 8th of the same month, was issued in the colony for the erection of a separate court for Fort Orange, independent of that of the colony.

The erection of this court was a serious blow to the colony of Rensselaerswyck, from which it never fully recovered. By virtue of this proclamation, the main settlement of the colony, which was known as the Fuyck, but which in the court record is generally referred to as the *byeenwoninge*, or hamlet, was taken out of the jurisdiction of the patroon and erected into an independent village by the name of Beverwyck, which afterwards became the city of Albany.[2] As a result of this action,

[1] *Doc. rel. to Col. Hist. N. Y.*, 14:191. One Rhineland rod equals 12.36 English feet.

[2] The directors of the West India Company afterwards repudiated Stuyvesant's action and on April 2, 1674, declared: "That the abovenamed Patroon Renselaer and co-partners have been already, from the year XVI^{c} and thirty, and are true owners of the abovenamed

the jurisdiction of the court of the colony was thereafter confined to the sparsely settled outlying districts of the colony, so that the cases which came before it must have been very few. No consecutive judicial record of the court of the colony after April 15, 1652, has been preserved, but entries in the minutes of the court of Beverwyck indicate that the court of the colony continued to hold sessions.

Van Slichtenhorst vigorously protested against the erection of the court of Fort Orange and Beverwyck and with his own hands tore down the proclamation which had been posted on the house of the patroon. For this he was arrested on April 18, 1652, and taken to Manhattan, where he was detained until August 1653. With his arrest, Van Slichtenhorst's administration came to a close. On July 24, 1652, he was succeeded as director by Jan Baptist van Rensselaer[1] and as officer of justice by Gerard Swart, so that thereafter the two functions were no longer combined in one person. The latter had been commissioned schout on April 24, 1652,[2] and continued to hold this position until 1665, when by order of Governor Richard Nicolls the court of the colony was consolidated with that of Fort Orange and the village of Beverwyck. The year 1665 therefore marks the end of the existence of the first local court that was organized in the province of New Netherland, outside of New Amsterdam.

Van Slichtenhorst returned to the Netherlands shortly after July 1655 and took up his residence with his daughter Hillegonda, who at Nykerck had married Pieter van der Schuer.

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hamlet named *Beverswyck* or *Willemstadt*, and that the possession by their late Director could not take away nor diminish said ownership; declaring, therefore, that the abovenamed Company has no right, action nor pretension thereto, leaving the right of ownership in the abovenamed Patroon and associates" *Doc. rel. to Col. Hist N. Y.*, 2:558, 560–61.

[1] Johan Baptist van Rensselaer had been in the colony since June, 1651. Van Slichtenhorst's term as director expired on March 22, 1651, but he continued to exercise his functions until his arrest on April 18, 1652.

[2] Swart's commission, dated April 24, 1652, and his instructions, dated May 6, 1652, are printed in O'Callaghan, *History of New Netherland*, 2:564–66.

Before his departure from the colony, the commissioners had approved a debit and credit account covering the years 1648–1650, which showed that for this period of his administration there was due to him from the patroon the sum of 13,799 guilders, 2 stivers and 12 pence.[1] The patroon considered this amount excessive and refused to pay it, whereupon Van Slichtenhorst brought suit against him in the district court of the Veluwe, in the province of Gelderland. Judgment was given for the plaintiff, but on an appeal taken by Van Rensselaer to the *Klaarbank*, or court of appeals, at Engelanderholt the decision was reversed, so that in the end the former director failed to recover any considerable amount. The case dragged on in the courts from 1656 to 1661. The following year, Van Slichtenhorst commenced a second action against the patroon, but before any decision was reached Johan van Rensselaer died and further proceedings were abandoned.

Van Slichtenhorst now turned his attention to the completion of an historical work, entitled: *Hoe en wanneer Gelderlandt tot eene voogdhye is afgesondert*, 878–1666, which is ascribed to his son Arend. In 1664, he became feeble minded and was no longer able to take care of his affairs. As his daughter had a large family and his condition made quieter surroundings necessary, he was placed in the home of Evert Elberts, a carpenter at Nykerck, where two years later, on or just before September 26, 1666, he died at the advanced age of 78 years.

Van Slichtenhorst is one of the few New Netherland officials of whose complete career we have any detailed knowledge. Mr Beernink sums up his character by stating that he was "a man of many-sided knowledge and great ability, of recognized

[1] A translation of this account is given in the Appendix. April 4, 1652, the directors of the Dutch West India Company wrote to Stuyvesant: "From what we can learn here, the owners of the Colony of Rensselaerswyck have here come to an agreement and will probably send over another manager, but we doubt, whether they will easily get rid of Slechtenhorst, for it is said here, that he demands from the owners 14000 to 15000 guilders; we know not, how true it may be." *Doc. rel. to Col. Hist. N. Y.*, 14:171.

integrity and proved fidelity, of rare courage and unfailing perseverance, which at times amounted to obstinacy; an untiring champion for the rights of others and of himself."[1] The present minutes of the court presided over by Van Slichtenhorst contain many personal touches which testify to his ability and devotion to duty, but the general impression left by these minutes is that he was a man of aggressive temperament and arbitrary and unyielding disposition, who frequently came into needless conflict with his associates and the colonists.

One point in connection with Van Slichtenhorst's administration on which much emphasis has been laid by Mr Beernink is worthy of special notice. On the strength of a statement made by Van Slichtenhorst in the course of his litigation with Johan van Rensselaer, that on his arrival in the colony there were but three houses standing near the fort, that by August 1648 eight houses had been built, and that at the end of his administration, in April 1652, there was a settlement of about one hundred houses, Mr Beernink calls him "the founder of Albany."[2] This title needs qualification, for it is well known that in 1646 and 1647 severe freshets had carried away a number of houses in the colony, so that the sudden building activity during Van Slichtenhorst's administration may mean nothing more than that people were replacing the buildings that had been lost. On the other hand, there are various indications that before 1648 the main settlement of the colony was, not on the west, but on the east side of the Hudson river, in the so-called *Greenenbosch*, afterwards corrupted to Greenbush, a pine grove opposite the ferry.[3] It is possible, therefore, that at Van Slichtenhorst's initiative this settlement was, either for greater security, or for other reasons, gradually removed to the vicinity of Fort Orange, in which case there would be considerable justification for regarding him as the

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[1] Beernink, p. 260.

[2] Beernink, p. 175, 202, 204.

[3] See *Van Rensselaer Bowier Mss*, p. 454, 619. Also Van Curler's letter to the patroon, June 16, 1643, in O'Callaghan, *History of New Netherland*, 1:459, 462 464.

real founder of the city of Albany. It is interesting in this connection to read what Father Isaac Jogues, in his *Novum Belgium*, has to say about the colony. Writing in 1646, but describing conditions as he found them in 1643, he says:

"There are two things in this settlement (which is called Renselaerswick, as if to say, settlement of Renselaers, who is a rich Amsterdam merchant) — first, a miserable little fort called Fort Orenge, built of logs, with four or five pieces of Breteuil cannon, and as many pedereros. This has been reserved and is maintained by the West India Company. This fort was formerly on an island in the river; it is now on the mainland, towards the Hiroquois, a little above the said island.

Secondly, a colony sent here by this Renselaers, who is the patron. This colony is composed of about a hundred persons, who reside in some twenty-five or thirty houses built along the river, as each found most convenient. In the principal house lives the patron's agent; the minister has his apart, in which service is performed. There is also a kind of bailiff here, whom they call the seneschal, who administers justice. All their houses are merely of boards and thatched, with no mason work except the chimneys. The forest furnishing many large pines, they make boards by means of their mills, which they have here for the purpose." [1]

While Father Jogues does not specify whether the houses stood on the east or on the west side of the river, it is evident from his description that in 1643 there was no compact settlement around Fort Orange. It would seem therefore that what Van Slichtenhorst actually did, was to have the separate dwellings that stood on both banks of the river removed to the vicinity of the fort. Such a concentration of the settlement, for the greater security of the inhabitants, similar to that which ten years later, at Stuyvesant's suggestion, was carried out at Wiltwyck,[2] would satisfactorily explain the peculiar usage of the term *byeenwoninge*, literally, "a dwelling together," by which the hamlet is repeatedly designated in the court minutes. Mr Beernink considers the employment of this term in the sense of a village so remarkable, that he cites it as a distinct proper name, which was

[1] J. F. Jameson, *Narratives of New Netherland*, p. 261–62.

[2] See Resolution of the inhabitants of Esopus, May 31, 1658, at the beginning of "The Dutch Records of Kingston," revised translation by Samuel Oppenheim, in vol. XI of the *Proceedings* of the New York State Historical Association.

given to the settlement by Van Slichtenhorst, but which heretofore has been overlooked.[1] This, however, does not seem to be the case, for the name never became current outside of the locality and is not mentioned in the declaration made by the directors of the Dutch West India Company in 1674, in which they speak of "the hamlet, first called *de Fuyck*, afterwards *Beverswyck*, and now *Willemstadt*, whereabouts Fort Orange is built."[2] The use, moreover, in Arend van Slichtenhorst's defense of his father before the district court of the Veluwe, of such a phrase as *eene Byeenwoeningh van omtrent honderd huysen* (a settlement of about one hundred houses), cited by Mr Beernink,[3] sufficiently proves that the word *byeenwoninge* was employed as a common noun.

As shown in the preceding pages, the minutes of the court presided over by Van Slichtenhorst form the only record of the court of the colony of Rensselaerswyck that has been preserved. The record breaks off on April 15, 1652, the very date on which the first session was held of the newly created court of Fort Orange and the village of Beverwyck. The present record, therefore, connects directly with the first book of minutes of the last named court, of which a translation has recently been published by The University of the State of New York.

The record, in its original form, was a paper covered volume of 114 leaves, which on the front cover bore the title of "Gerechtsrolle der Colonie Rensselaerswyck." It is repeatedly cited under this title in the second volume of O'Callaghan's *History of New Netherland* and has been used extensively in the compilation of the list of settlers of the colony which is printed at the end of the *Van Rensselaer Bowier Manuscripts*, but the complete text of the record has heretofore not been available in print.

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[1] Beernink, p. 139, 202, 204.
[2] *Doc. rel. to Col. Hist. N. Y.*, 2:558.
[3] Beernink, p. 208, 253.

The record belongs to the archives of the colony which, together with the later records of the manor of Rensselaerswyck, were for many years kept in the patroon's office, a one-story brick building with a fireproof vault, which until recently stood near the south west corner of Broadway and Tivoli street, in the northern part of the city of Albany. It was with these records, in 1899, removed to the Albany county clerk's office [1] and from there, in 1906, as part of the same collection of records, transferred to the New York State Library. There, less than 5 years later, it was severely damaged in the fire which on March 29, 1911, broke out in the western portion of the State Capitol and in a few hours destroyed not only the general contents of the Library but also many valuable records, including the greater part of the Rensselaerswyck manuscripts.

As shown by the illustrations, the lower part of the record is completely charred, the portion containing the last two or three lines of every page being severed from the rest of the manuscript and in some cases lost. Wherever possible, the writing on these charred fragments has been carefully deciphered, so that the text as here presented is to a large extent complete.

The main body of the record is in the handwriting of Anthony de Hooges, who throughout the period of Van Slichtenhorst's administration and until his own death, in 1655, held the office of secretary. Here and there, however, pages occur in another hand, which is probably that of Gerrit van Wenckum, Van Slichtenhorst's nephew, who according to the account printed in the appendix did considerable copying. Throughout the record there are many additional entries and marginal annotations by Van Slichtenhorst. In the translation no systematic effort has been made to indicate these changes of handwriting, which as a rule are without special significance.

November 20, 1922

A. J. F. VAN LAER

[1] See chapter 268, Laws of 1896, and chapter 471, Laws of 1899, making provision for the safe keeping of the "Van Rensselaer papers" in the Albany county clerk's office.

COURT MINUTES OF RENSSELAERSWYCK

1648–1652

[1] In the name of our Lord and Savior Jesus Christ we begin this court record.[1]

This day, Thursday, April 2 Anno 1648

Hendrick Westerkamp is granted permission and consent to support himself in the colony by day-labor or otherwise. He may therefore select a place, whereupon we shall resolve further.

Jacob Adriaensz is ordered to serve out his term with Evert Pels for the space of one year and to report to Evert Pels within four days from this date, under penalty of forfeiting, the first time four guilders, for remaining in default another four days eight guilders, and the third time sixteen guilders; and of receiving arbitrary punishment the fourth time.

Jacob Lambertsz van Dorlandt having committed a crime in wounding Paulus Jansz, Noorman, and the court having heard the director's complaint in the matter, the delinquent is condemned to pay the director a fine of twenty-five guilders, with costs, [the parties] being warned hereafter to keep the peace, [under penalty of] condemnation.

[Iv] [2] Thursday, April 9 Anno 1648

Whereas we observe the great rashness of Jacob Adriaensz in entering into another man's service, having been, namely, as appears from the foregoing judgment, first with Evert Pels and being now with Cornelis Segersz, which is a matter that is not to be tolerated, therefore, leaving the foregoing judgment

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[1] *Inden Name onses Heeren ende Heylandts Jesu Christi aenvangen wy desen Gerecht Rolle.* Figures within brackets represent the pages of the original manuscript. Elsewhere, brackets indicate material supplied by the editor.

[2] Iv means first folio verso or reverse.

unabated, we order that Jacob aforesaid for his rashness and in reparation of the loss which Cornelis may suffer thereby shall pay to Cornelis Segersz, inclusive of the earnest money and previous expenses, the sum of twenty-five guilders.

[2] Court proceedings, April 16 Anno 1648

At the director's demand, Quiryn Cornelisz is ordered for the last time to present before Thursday next, without further delay, further proof of his account and an accurate statement about the farm, both as to receipts and expenditures, on pain, in case he remains in default, of being placed in confinement and kept on bread and water until he shall produce further proof, and furthermore of arbitrary punishment at the discretion of the court.

Whereas the time allowed to Jacob Adriaensz expired two days ago and we find that as yet he has not reported to Evert Pels, it is ordered, as it is ordered by us hereby, that the honorable director and the court messenger shall this coming Saturday take him to his place of destination and, in case of opposition to this our order, he shall *de facto* be taken into custody and be put on bread and water.

Cornelis Theunisz from Breuckelen is ordered to bring in and settle his account on Wednesday next, when [ ] him [ ] forfeiture [ ].[1]

[2v] Apostil on the petition of Nicolaes Coorn

First, as to the capacity in which he serves the honorable court, he is Lieutenant Officer.[2] As to his salary, the honorable court, subject to ratification by the honorable guardians,[3] according to instructions, have granted him one pound Flemish in addition to his former pay for service and board, that is to say, thirty-six guilders a month.

[1] Manuscript destroyed.

[2] *Officier Luytenant*, meaning deputy sheriff.

[3] Johan van Wely and Wouter van Twiller, the guardians of the young patroon, Johannes van Rensselaer, the minor son of Kiliaen van Rensselaer, deceased, then in Holland.

Secondly, as to the name of *Stads Herberg* (City Tavern), permission to use the same is granted him, as well as permission to build according to his request at the place to be assigned to him, provided that he enter into a proper contract for that purpose. But the court can not resolve to grant him the exclusive right to tap.

The court confirms and renews the sentence pronounced on August 28, 1647, upon Willem Jeuriaensz [1] on account of the assault committed against the person of Antony de Hooges. The honorable director, therefore, is requested and directed to execute and carry out the same in all its parts and provisions.

[3] Thursday, April 23 Anno 1648

At the request of Cornelis Teunisz for an extension of time to render his account, permission is granted him for the last time, without prejudice to our previous order, to render his account on Tuesday next, without fail, on pain of forfeiture of one pound Flemish, or six guilders.

Quiryn Cornelisz remaining in default as regards the previous order, peremptory order is hereby given that he be found and made to execute the same, according to circumstances.

The matter of Jacob Jansz Flodder, in regard to the contract of the new mill and the two stallions, is put over to next Thursday. As to the payment for the kill, two of us will be appointed to sign and give a receipt.

Extraordinary session, April 25 Anno 1648

After Quiryn Cornelisz according to the previous judgment had been placed in confinement, it was at Hans Vos's urgent request agreed to hold his bail and suretyship valid, on condition of binding himself as principal for the [appearance] of the person of [Quiryn Cornelisz] on Monday [week], being the 4th

[1] Willem Jeuriaensz was sentenced in 1644 and again in 1647 for having attempted to stab de Hooges with a knife. See p. [58–60] of this record and O'Callaghan, *History of New Netherland*, 1:437–38.

of May of the year above written and for his proceeding with the case [ ] whereupon [said Quiryn Cornelisz was released from] confinement.

[3v] Thursday, April 30 Anno 1648

Upon the petition of Jan Verbeeck and Jan Michielsz the following serves for apostil: Their request is granted, namely, they may both, with a helper, to the exclusion of all others, take up the tailor's trade, binding themselves by contract for the accommodation of the colony, provided that neither of them shall be entitled to receive more than 36 stivers for a day's work and the helper 30 stivers. But as to the request that no one shall be allowed to take any work into the fort,[1] we can not approve of this for reasons us thereunto moving.

Cornelis Segersz is ordered to pay Reyer Stoffelsz, according to the assignment by Adriaen vander Donck, the sum of 49 guilders within the space of six weeks, in default whereof the said sum will be demanded of him by legal process. But if he can prove within the aforesaid time that he does not owe Vander Donck anything, this assignment will be of no value. On the other hand, from this date until the next Reyer Stoffelsz is debarred from exacting the first payment due to him.

Jan Van Bremen[2] is condemned to pay the fine for [striking?] Hans Vos in [ ] wheat.

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[1] Meaning that the colonists of Rensselaerswyck should be prohibited from employing a tailor in Fort Orange outside of the jurisdiction of the colony.

[2] According to G. Beernink, *De Geschiedschrijver en Rechtsgeleerde Dr. Arend van Slichtenhorst en zijn vader Brant van Slichtenhorst*, p. 170, Jan Dircksz van Bremen came, not come from the city of Bremen, in Germany, as theretofore supposed, but from Amersfoort, in the province of Utrecht, van Bremen being the family name. It is possible, however, that Mr. Beernink confuses him with Jan Dircksz, Englishman, mentioned in these minutes under date of November 19, 1648, who is given in the accounts of the colony as from Amersfoort. In Resolutions of Brazil (W. I. Co. *Oude* Co., No. 68, Rijksarchief, The Hague), under date of Sept. 24, 1637, appears the following entry: "Jan Dircksz van Bremen, *Constabel* (gunner), who came into the country on the ship *Graeff Ernestus*, fl. 64:–."

[4] Evert Noldingh[1] is at his request granted permission to support himself by teaching school and to have a lot laid out for him.

It is ordered that Willem Jeuriaensz must render his account next Saturday, before noon, notice of which will be served on him by the court messenger.

Cornelis Theunisz from Breuckelen is once more ordered and commanded to render his account next Tuesday, on pain of forfeiting twenty-five guilders.

Thursday, May 7 Anno 1648

The honorable director, plaintiff, against Hans Jansz from Rotterdam, for having beaten an Indian. First default.

The honorable director, plaintiff, against Jan van Bremen, for mischief done at night before and on the door of Jacob Jansz Stol.

[4v] May 11, 1648

Hans Vos attaches fl. 120 in the hands of Nikolaes Koorn and fl. . . . in the hands of Cornelis Segersz, on account of the debt alleged to be due by Adriaen vander Donck.

Thursday, May 28, 1648

Quiryn Cornelisz is ordered to complete his term of service with Evert Pels during the planting, according to his agreement, under penalty of forfeiting fl.25.

Upon the verbal request of Nicolaes Koorn, made here before the court, that he may receive and be paid certain private debts due him by some of the patroon's farm hands and others, the honorable gentlemen of the court have resolved and ordered, as they do hereby, that Nicolaes Koorn shall render to the director, commissioners and councilors (*Gecommitteerden ende Raeden*)

[1] He was a tailor by trade and apparently a private master. See note under entry of November 23, 1650, and *Minutes of the Court of Fort Orange and Beverwyck*, 1:43, 44, 200, 238.

of this colony a statement of the goods which he received from the late honorable patroon, according to his invoices, and render a proper account of everything for our inspection and careful examination and, furthermore, that he shall act in accordance with the order to be issued by us on Tuesday next, being the 2d of June of the year 1648.

[5] April 26, anno 1648, Director Slichtenhorst protested against a certain writing of the Honorable General P. Stuyvesant, about the proclamation of a day of fasting and prayer, whereby he is considered to have infringed the right and authority of the honorable patroon. This writing was delivered just before the commencement of divine service, so that [the court] had no time to read it.

[6v] [1] Court proceedings, June 1 Anno 1648

Pieter Cornelisz and Harmen Bastiaensz are provisionally referred to arbitrators.

The honorable director, plaintiff, against Thomas Chamber, Jacob Jansz, farmer on the Vlacte,[2] and Claes Teunisz Uylenspiegel. First default.

Court proceedings, July 2 Anno 1648

Jacob Jansz, farmer on the Vlackte, says that he heard Jan Thomasz say first that Claes Tyssen was an informer. He is given eight days in which to clear himself of the charge that he too said so and is therefore ordered to appear at the expiration of that time.

Claes Teunisz denies that he called Claes Tysschen an informer. It may be true, he says, but [he knows no] more about it than that others said so.

Is granted time and cited to appear.

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[1] Folios 5v and 6 are blank.

[2] Jacob Jansz from Stoutenburch. The farms was later known as the Schuyler Flatts.

[7] Thomas Chamber being asked whether on the 4th of June of this year he was not with some other persons on the Vlackte, answers that he will say neither no nor yes and that none of those sitting on the bench can prove to him that he called Claes Tyssen an informer. He says that he will not take an oath in his own case. Is granted a delay and cited like the foregoing persons.

Hans Vos is ordered to complete his term of service and to serve six days in addition for time lost by him.

Thursday, July 16 Anno 1648

The honorable director, plaintiff, against Harmen Bastiaensz, defendant, and Gerrit Jansz, cooper, and Evert Noldingh.

Having seen the written contract between Jan Thomasz and Thomas Chamber about the building of the house of the said Jan Thomasz, whereby Thomas Chamber binds himself to make said house tight all around by the end of April of this year, and finding that the time is passing by, Thomas Chamber is ordered to start the work next Monday, but without [ ] [ ] fine of 50 stivers [ ] for lost time.

[7v] [The court] having at the request of the Honorable Director Slichtenhorst heard the urgent and insistent demand made by Marten Hendricksz for payment of his lawful account and finding that the goods or the value thereof are in the hands of Teunis Cornelisz, as shown by his debit account, it is resolved that Teunis shall likewise by legal process be forced to make payment within the space of 14 days from this date. In case of failure to pay within eight days after the appointed time, he shall forfeit three guilders; [for failure to pay] within three days after the last mentioned date he shall incur the double fine; and thereafter he shall be dealt with according to law as the circumstances may require.

Marten Hendricksz is ordered to satisfy and pay Willem Fredericksz what is due according to their mutual account within the space of one month from this date.

Whereas Domine Megapolensis has recently suffered great loss through theft and requests to have the houses in the Greenen Bos searched,[1] without casting any reflection on the honest and the innocent, his Reverence's request is granted, with the understanding that no offense in the least shall be given to honest persons. In case of refusal, people [shall be dealt with] according to law.

[8] Court proceedings, July 23 Anno 1648

Cornelis Theunisz from Breuckelen and Evert Pels are ordered to settle their accounts within eight days and then to consider and determine together who is to satisfy Claes Tyssen.

Cornelis Theunisz appeals [from the decision].

Adriaen vander Donck undertakes at the very first opportunity to collect as far as possible for Hans Vos at the Manhatans the forty-seven guilders which are due to Hans Vos from Simon Waelingen, according to his order, the previous attachments heretofore levied by Hans Vos against Corn: Segersz, N: Coorn and others being hereby vacated and declared void.

Extraordinary session, September 9, 1648

It is resolved that Cornelis Jansz shall receive the gun inventoried [among the effects] of the farm heretofore used by Quiryn, in consideration of the purchase under contract.

[8v] Court proceedings, October 8, 1648

Claes Gerritsz confesses that he wounded Jan, the smith, with a plow staff, drawing blood.

Whereupon the honorable director draws a complaint, demanding the imposition of a fine of three hundred guilders.

Cornelis Segersz being cited on account of some derogatory remarks which he is alleged to have made in the tavern about

[1] Megapolensis resided on the east side of the Hudson river, in what was known as the *Greenen Bosch*, or pine grove, afterwards corrupted to Greenbush. See Van Curler's letter to the patroon, June 16, 1643, in E. B. O'Callaghan, *History of New Netherland*, 1:459.

the person of Andries de Vos in his capacity as magistrate (*gerechts persoon*), the defendant declares that he has nothing to say about the person of Andries de Vos as regards his office and special duty and conduct but what redounds to his honor and virtue, declaring that he conducts himself as an honest man is bound to do.

This he has declared here before the court.

A. DE HOOGES, Secretary.

The honorable director, plaintiff, against Cornelis van Es and his wife, separately, Pieter Claesz and Evert Pels. First default.

The order of [July] 23 of this year as to the question between Cornelis Teunisz and Evert Pels is renewed and they are once more ordered to settle their mutual accounts within eight days after date, to wit, as far as Claes Tyssen is concerned, under penalty of forfeiting six guilders each, and [so] from eight days to eight days.

[9] Evert Pels is cited:

1 To pay the wages earned by Claes Tyssen
2 To pay for one half of the pease that were mowed and for the great damage and loss of time [suffered by Claes Tyssen] as the result of the beating
3 To pay the fine for beating Claes [Tyssen]
4 On account of his wife's abusive language to the honorable director, when he served the complaint.

Upon the petition of Michiel Jansz, praying that he may receive a final settlement of accounts, the following serves for apostil: That he is to have his account of everything including the trade, ready by next Saturday, or, in case his journey should thereby by delayed, sooner, in order that, [the court] securing thorough evidence of everything, a final settlement may be reached and agreed upon.

Extraordinary session, October 10, 1648

Michiel Jansz is arrested and ordered under penalty of the lord's highest fine to make out and render his yearly account, in *debita forma*, as head farmer and lessee, from the year 1638 to the year 1646, inclusive, as well as of the trade and the horses delivered to him, for which he must furnish two sufficient sureties. [ ] appraisal [ ] which he received [ ] buildings [ ]
At the same time, Monday next, being the 12th of this month, is appointed as the court day [on which answer is to be made].

[9v] Extraordinary session, October 12, 1648

Michiel Jansz, having been arrested about disputed accounts and having appointed Teunis Dircksz and Jan Louwrensz as sureties for the satisfaction of the judgment, they accept the suretyship, offering themselves as sureties for the principal and Jan Louwrensz submitting himself to the court here.

Acknowledged before me,

A. DE HOOGES, Secretary

Extraordinary session, October 13, 1648

Michiel Jansz being again arrested for having in time of war sold contraband munitions of war to the Indians and, secondly, for having sent his servant with about 50 beavers to the house De Hoop,[1] without paying any recognition on them, Michiel Jansz before the court binds his person and property as security for the satisfaction of the judgment, submitting himself to the court here, the next court day being set for the trial.

[1] Fort Hope, on the Connecticut river.

Court proceedings, October 15 Anno 1648

The case between Willem Jeuriaensz and the widow of Mattys Jansz, the court being incomplete, is put over to the next court day.

Evert Pels, for having beaten Claes Tyssen, offers to pay the fine provided [by law].

Claes Tyssen declares here before the court and Broer Cornelis[1] that Evert Pels, having with him Cornelis Teunisz, called him a rascal and a thief.

Evert Pels, appearing on account [ ]
[ ] offers now [ ]
[ ] but remains [ ]

October 15, arrest made for Cornelis van Es

[10] Cornelis Quirynen is arrested at the request of Cornelis van Es, with order not to depart before he has paid or furnished sufficient sureties for the payment of the note signed by him on account of Roeloff Cornelisz.

Likewise, all that is due to Quiryn Cornelis and Cornelis Quirynen from Broer Cornelis is attached in the hands of the said Broer Cornelis.

Ext: Permission is granted to Evert Jansz, tailor, residing on the island of Manhatans, to transport himself hither and to support himself here by exercising his trade, provided that he build at his own expense, for which a place will be indicated to him.

August 3, 1648, Jan Barentsz Poest caused Cornelis Segersz to be asked in court by the director whether he, Cornelis Segersz, stood by the words which he on the first of said month addressed to him, Jan, in the presence of Aerndt Andriesz, Pouwels Noorman and the servant of the aforesaid Aernt, accusing him, Jan, of being a rascal and a [thief?] and the greatest liar at present

[1] Cornelis Teunisz from Breuckelen.

in the colony, which aforesaid accusations Cornelis Segeresz even at the time of the examination promised to prove by several witnesses, but afterwards before the said director was obliged to take back, stating that he knew naught of the said Jan but what was honorable and good.

Which I certify,

B. v. SLICHTENHORST, Director.

[10v] The honorable director, Brandt van Slichtenhorst, plaintiff, against Michiel Jansz, defendant.

1 In the first place, the defendant must give security for the satisfaction of the judgment and choose his domicile where notice or legal summons may be served in his absence.

2 Michiel Jansz is asked whether he was not engaged upon the same [terms as those of the] contract which Gerrit de Reus made with the honorable patroon and whether he did not occupy the farm called "de Hooge Berch"[1] from the year 1640 to the year 1646 upon the same conditions?

3 [The plaintiff demands] that the defendant, as the patroon's farmer, render a true account and statement of the grain and crops and of the cattle, butter, milk and hogs for the years 1638 and 1639, and this for each year separately, and in detail. Also a statement as to what he has done with all the property aforesaid and that within a specified time, according to his own request of October 8, 1648; if not, the plaintiff places his loss on that score at the sum of five hundred guilders, plus lawful damages.

4 [The plaintiff demands] that the defendant in his capacity of former lessee of the patroon's farm called "den Hogen Berch," from the year 1640 to the year 1646, inclusive, render an accurate account, for each year separately, of the crops which the defendant received, as well as of the cattle, wagon and plow

[1] Literally, the High Hill. The farm was situated on the east side of the Hudson river, on the Mill creek.

and further of all the farm implements, household effects, linen, woolens, nothing excepted, which were entrusted to him in the year 1640, and of all the grain, cattle, butter and milk produced and raised on the aforesaid farm after the year 1640, together with a statement as to what he has done with it all, said account to be rendered within a specified time; if not, the plaintiff in his capacity aforesaid charges for his loss on that account the sum of two thousand guilders, plus lawful damages.

5 That the defendant return to the plaintiff in the colony the three horses which he took with him out of the colony in the year 1646, in as good condition as they were at the time, and this within a specified time; if not, the plaintiff places his loss on that account at [ ] and fifty guilders for lawful damages.

6 That the defendant within a specified time shall submit an accurate inventory of all the household effects, linens, woolens and everything else that the defendant and his wife took with them out of the colony; otherwise the plaintiff will charge for his loss in that respect the sum of 500 guilders plus lawful damages.

[11] 7 That the plaintiff and the defendant within three days shall have the house, barn, barrack and further all the buildings occupied by him to the year 1646, appraised by impartial carpenters, who are also to estimate and appraise in what state he left said buildings two years ago; otherwise the plaintiff will charge for his loss the sum of 2000 guilders plus lawful damages. And in case of refusal, the plaintiff shall have the appraisal made by impartial persons at the defendant's expense.

8 That the defendant shall within a specified time render a specified and detailed account of the total cost of the patroon's house in the way of building, materials and expenses; otherwise the plaintiff will charge for his loss on that account fifteen hundred guilders, plus lawful damages.

And whereas the defendant at his departure for the Manhatans presented a final account, written with his own hand, as

he has admitted in court, entitled: "Account of all that is in my custody on the farm, belonging to the farm," which showed that he still had in common with his patroon the sum of two thousand nine hundred and fifty-four guilders, eleven stivers, the honorable plaintiff demands that the half of the aforesaid sum be deposited with the court, with costs.

9 That the defendant shall also show how many beavers, otter skins, or other peltries he has traded or otherwise received during his term, each year separately. Otherwise, the plaintiff will place his loss at 1000 guilders, plus lawful damages.

10 Whereas it is notorious that Michiel Jansz has traded many skins, proof is demanded, first of all, that the defendant had the right to trade these and, in default of such proof, the plaintiff concludes that the defendant, in accordance with his contract, has forfeited all his earned wages and all the effects which he had here in this country and, furthermore, that he is to be arbitrarily punished for having traded those forbidden peltries. With costs.

11 Whereas Michiel Jansz on October 10, 1648, was arrested by Director Slichtenhorst within the limits of the jurisdiction of the colony and without furnishing sureties has ventured to move into another jurisdiction, so that he has not only [violated] the jurisdiction of the court and the high and low jurisdiction of the honorable patroon, but also has [acted in contempt of] our aforesaid patroon whose place we here occupy [ ] [ ] broken the arrest [ ] [ ] fine [ ].

[11v] Director Brandt van Slechtenhorst, plaintiff, against Michiel Jansz, defendant.

Whereas the defendant has heretofore, at the time of the war at the Manhatans, ventured to barter forbidden ammunition with the savages against some peltries, at the expense of much Christian blood of our Christian neighbors, who are of the same religion and subject to the same sovereignty and power, only to

satisfy his vulgar greed, contrary to the placard of the High and Mighty Lords the States General and the ordinance of the honorable council of New Netherland, the plaintiff concludes that the defendant has forfeited his life, or else is liable to such arbitrary punishment and heavy fine as the honorble court shall consider fit to impose, and [demands that] in addition he be condemned to pay fifty guilders [to the director] by way of a fee or fine, according to the aforesaid placard and ordinance.

And whereas the defendant, or person arrested in the year 1644, ventured to send his servants out of the colony with an order in his own handwriting and about 50 beavers, without paying any recognition for them either at Fort Orange or at the Manhatans, and whereas these servants having come to the assistant in Fort De Hoop,[1] sold said beavers to the English who were stationed at the trading house of Mr Wytingh, contrary to the express order of the aforesaid placard, the honorable plaintiff concludes that the aforesaid beavers or the value thereof are subject to confiscation and [demands] that in addition he be condemned to pay a fine of fifty guilders and also be arbitrarily punished as an example to others, according to the aforesaid ordinance. *Cum expensis.*

Was signed: [B. v. Slichtenhorst, Director]

Agrees with the original,

Which I certify,

A. DE HOGES, Secretary.

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[1] Fort Hope, on the Connecticut river.

[12v][1] Court proceedings, October 22 Anno 1648

Jan Verbeeck, upon sufficient security, is granted permission to pay his debt to the honorable patroon in five instalments, namely, fl. 150 a year, and the fifth payment to discharge the entire debt, provided that if he builds on the west shore, he shall the first year be free from paying rent.

Jacon Jansz Stol	1st default
Goosen Gerritsz	2d default
Pieter Hertgers	1st default
Corn: van Es	1st default
Pieter Claesz	1st default

The director promises to help the widow of Mattys, deceased,[2] get the fl. 50 due her, either through Willem Jeuriaensz, or else at the very first opportunity.

Finding that Nicolaes Coorn has presumed to go to the Manhatans, notwithstanding he was ordered by the court on the 19th of August of this year to show and deliver to us within 14 days after that date a more complete account of everything, as many things were found to have been omitted and passed over, of which we have never seen any account but which he had nevertheless in his possession, we therefore once more order the said Nicolaes Coorn peremptorily within eight days after the service of the next notice to present and deliver the account, under penalty of the lord's highest fine.

November 15, 1649, the notice was served and [a copy of the order] of this date handed to him.

[13] The honorable court having more than once had the person of Goossen Gerritsz urged by the honorable director of this colony to allow himself to be employed in the capacity of magistrate (*gerechtspersoon*), and [said Goossen Gerritsz] now appearing, he declares:

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[1] Folio 12 recto is blank.
[2] Mathijs Jansz.

1 First, that he considers himself incompetent for it.
2 Secondly, that he owns no house and lot here and therefore is not bound to serve.
3 Thirdly, as thus far he is not on a free basis with the patroon, he can not resolve to accept the office, but as soon as that comes about, he will offer the patroon his services in everything.

Which reasons having been duly weighed and considered by us, we have deemed, as we still deem, that they are not of such weight that this good cause should thereby suffer and Goossen Gerritsz be held excusable.

Therefore, once more and for the last time, we kindly request him voluntarily to accept the vacant office; otherwise, though very reluctantly, we shall find ourselves forced to resort to other means.

Goossen Gerritsz accepts the magistrate's office, provided he may first make a trip to the Manhatans, which is granted.

[14][1] Director Slichtenhorst, plaintiff, against Cornelis van Es, defendant.

Whereas on the 14th of September 1648, at the public leasing, where Director Slichtenhorst, sitting with the commissioners, occupied the place of the honorable patroon, Cornelis Hendricksz Van Es three several times, in the presence of the Reverend Domine Megapolensis and publicly in the presence of all the bystanders, dared to call the director a cheat, charging him with having cheated his son-in-law, Peeter Claesz, and stating that the director did not keep his word with his son-in-law, [said director] brought these slanderous words to the attention of the aforesaid gentlemen in the presence of all the bystanders and cited him to appear on the first court day and on the 21st of September summoned him once more to appear before the aforesaid court, to be held on the 1st of October 1648. And whereas Director Slichtenhorst has taken these gross insults much to heart

[1] Folio 13 verso blank.

and would not willingly have suffered them for anything under the sun, he being a person of good standing and reputation and moreover the director and representative of the honorable patroon as proprietor of the colony here, and it being intolerable that a subject, by attacking his honor and character, should thus, without right or reason, several times publicly, unjustly and grossly insult his overlord, which constitutes a capital crime; therefore, it is requested that he give security for the satisfaction of the judgment and his life, and furthermore, that the offender shall go or be taken into custody, as the director also offers to do, and prosecute the case from day to day, during two terms, on condition that the costs shall be paid by the party who is in the wrong, and furthermore according to law. The director of the aforesaid colony demands that Van Es, being the offender, shall appear before the full council and declare that he is sorry that he uttered the aforesaid slanders and that he knows nothing of the aforesaid director but what is consistent with honor and virtue. Furthermore, that in addition the offender shall be condemned to pay for each time a fine of [ ], said money to be deposited with the court and this to three times the amount of the fine provided by the resolution and ordinance of May [ ], 1648; all *cum expensis.*

[14v] Also, that Van Es be condemned to pay the same fines as above because on September 14, 1648, at the public leasing, after everybody had been separately called into the room and the conditions had been read to them in order to proceed with the leasing, according to the day and hour appointed therefor at least two weeks in advance, he ventured in collusion with others to make trouble in order that the honorable patroon's property should not be leased at a proper figure and the day result in failure, the said Van Es and his son-in-law, Pieter Claesz, together with others, in order to achieve their wicked purpose, leaving the room in the presence of the said director, the domine and the commissioners. And as this is a matter of great consequence, the aforesaid director demands that Van Es shall for that crime be once more condemned to pay the aforesaid fine of

300 guilders, by virtue of the aforesaid ordinance, and in addition be arbitrarily punished as an example to others. *Cum expensis.*

The Honorable Director Slichtenhorst, plaintiff, against Pieter Claesz, defendant.

A complaint on account of slander is likewise brought against the person of Pieter Claesz, because he has several times, openly and before everybody, said to the director: " You must acknowledge that you are a liar," and in addition accused the director of cheating him and not keeping his word, as an honest man should, of which proof is demanded. Furthermore, [the director] brings the same charges against him as against Van Es and also demands that Pieter Claesz shall be condemned to pay three times fl. 6, for having at the serving of the summons on September 21, 1648, three times in the presence of the domine and the aforesaid director wickedly sworn by God's holy name and blood, that he was no Christian and [ ]. Therefore, that he shall for each time and as often as three times be condemned to pay a fine of six guilders and in addition be arbitrarily punished, according to the aforesaid ordinance of May [ ], Anno [1648], with costs.

> The plaintiff also demands that the defendant as security for the satisfaction of the judgment in every respect shall be immediately taken into custody and in addition [be asked to deposit] two hundred guilders.

[15] Court proceedings, November 19 Anno 1648

This day, Goossen Gerritsz has taken the oath of fidelity as magistrate before Director Slichtenhorst.

Claes Gerritsz here, before the court, denies and declares untrue the statement made by Director Slichtenhorst that he, Claes Gerritsz, four years ago, had traded more than one hundred beavers on the island of Cornelis Segersz.

Claes Gerritsz declares here that Arendt van Curler gave him permission to trade.

Claes Gerritsz says that Ruth Jacobsz told him that he was at liberty to strike Jan Dircksz, Englishman,[1] if he were obstinate,

N. B. January 18, Director Slichtenhorst, in my presence, served notice on Cornelis Segersz that he, Cornelis, on May 14, 1648, told Mr Slichtenhorst that Claes Gerritsz four years ago dwelt with him and in that year had traded more than one hundred beavers, which statement of the director the said Cornelis did not contradict, but tacitly practically admitted.

Acknowledged by me,

A. DE HOOGES, Secretary and witness

The honorable director, plaintiff, vice Jochem Kettelheym, against Jacob Lambertsz, defendant.

Each party to be condemned to do likewise.

In the first place, the honorable plaintiff offers all his readily available property, amounting to the sum of fl. 2500, and to deliver therefor ..... fl. 2500

For so much as is due to him from the Vlackte or Corler, about ..... fl. 200

Cornelis Segersz [ ]

[ ]elis shall Cornelis [ ]

[ ] Evert Pels and the [Goyer?]

[ ]

[15v] November 26, 1648, Jan Appel filed an answer in behalf of Michiel Jansz.

Director Slichtenhorst, plaintiff, against the wife of Cornelis van Es and Van Es, as husband and guardian of his wife. First default.

Whereas the wife of Cornelis van Es on September 18, Anno 1648, greatly slandered Councilor de Vos in his private and official capacity, which defamation de Vos called upon the

[1] Given in *Van Rensselaer Bowier Mss*, p. 818, as from Amersfoort. but not otherwise.

director and the Domine to witness, to wit, that he, de Vos, was accused of having said that if he had a seat in the government he would make them suffer for the insults which they had heretofore offered to him, de Vos, of which proof is demanded, or else, in default of proof, the plaintiff, with the director, as joint complainant, demand that she shall appear before the full council and acknowledge that she said too much and that she is heartily sorry, and furthermore, that she shall be condemned to pay a fine of six guilders, to be pledged immediately, and in addition be arbitrarily punished as an example to others, according to the ordinance of May 28, 1648, *cum expensis.*

The same, against Cornelis van Es.

Whereas Cornelis van Es was cited on October 29, 1648, for having out of spite threshed out a quantity of oat straw, which in winter is the best fodder, and thrown the straw on the manure pile, to the detriment of the next lessee and the patroon's horses and cattle, which is a matter of grave consequence, which in a land of justice neither can nor ought to be tolerated, the plaintiff demands that said van Es be condemned to pay a fine of 25 guilders and to make good the loss of the straw, *cum expensis,* the more so as the said van Es on the 18th of November aforesaid positively told the director that he would not give the patroon's horses any oats, much less hunt them up before the winter, when one ought to put them in the stable, as another had driven them off and he did not care to claim them, but preferred to let them run wild, and also protested that he would not do it, for which reason the director on the 19th ditto attached the person of van Es and all his readily convertible and inconvertible property, forbidding him to leave the colony under penalty of the lord's highest fine, to prevent all loss and damage as to horses and cattle through neglect or mischief on his part, or through accident, and also as security for the rent. [The director further demands] that he shall vacate the house and barn next New Year and shortly render to the director a specified account

of everything, including the trade, for each year separately; otherwise the director shall place his loss on that account at the sum of [ ], with lawful damages, *cum expensis.*

[16] Court proceedings, December 3 Anno 1648

Whereas Jacob Lambertsz has heretofore accused the person of Jochem Kuttelheym of being an informer and we, for reasons us thereunto moving, consider it best that the matter do not go further, therefore, Jacob Lambertsz aforesaid declares here before the court that he knows nothing about the person of Jochem Kettelheym but what is honorable and virtuous, Jochem, on having this acknowledgment recorded, declaring the same of Jacob Lambertsz, without prejudice to the action of the honorable plaintiff. *Cum expensis.*

JACOB LAMBERSEN

This is the × mark of JOCHEM KETTELHEYM, made with his own hand

In case any one upon sufficient evidence is found guilty of injuring the honor of Jochem Kettelheym, calling him an informer, he will be fined ten guilders, without prejudice to the director's further demand according to the circumstances of the case.

Pieter Claesz declares as many as three times here before the court that he is sorry that he swore, the [director retaining his action against him according to the] ordinance. *Cum expensis.*

[16v] December 1648

Claes Uyllespiegel summoned twice and fined once on account of over-driving the horses, first on December 1, and on the [10th] of December notified for the second time that he was fined and in case he had any objection to make, to come to the court a week from next Thursday, being the 17th of December.

December 1648 Claes Uyllespiegel cited twice and fined once on account of driving the horses, first on the 1st of December, and on the tenth of December for the second time, being notified that he was condemned and in case he had any objection, that he must appear in court on Thursday week, being the 17th of this month.

12 Evert Pels summoned on account of wounding Tomes Jansz. Also because he, or his servant, took another man's cow without his consent. Also on account of beating Claes Tyssen. Also on account of his delivered grain which he received from Broer Cornelis for his labor and which was delivered to Evert Pels, as he, Pels, admitted on the aforesaid date. Said Pels was summoned also on account of wages earned by Claes Tyssen and on account of the damage of the pease. Finally, E. Pels was summoned also on account of the abusive language used by his wife in addressing the director, for all of which together he must make answer on Thursday next, being the 17th of this month.

13 Peter[1] is cited by Hans Vos to fulfil his [contract of] service.

17 Symon Joesten is summoned and called upon, on pain of being fined the maximum amount, to give testimony to the truth and has refused to make oath in the presence of Mr Hoogens. On the 19th ditto Symon Joesten was again summoned and admonished once more to make a declaration.

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[1] Pieter Claesz.

21 Huybert was summoned for the second time, [on pain] of 3 guilders, to give testimony to the truth.

December Joshem Kettelheym and Jurien,[1] Pels's servant, summoned to give testimony to the truth upon interrogatories.

Gisbert, the tavernkeeper,[2] summoned to give testimony.

Hans in Cluys is summoned to appear in court on Thursday next.

Jacob Lambertsz summoned.

6 January Jochem Kettelheym [ ] summoned to give testimony about Van Nes and the beating of Hans Vos. Peter Claesz summoned to [appear in court]

[ ] cited to appear on the 21st [ ].

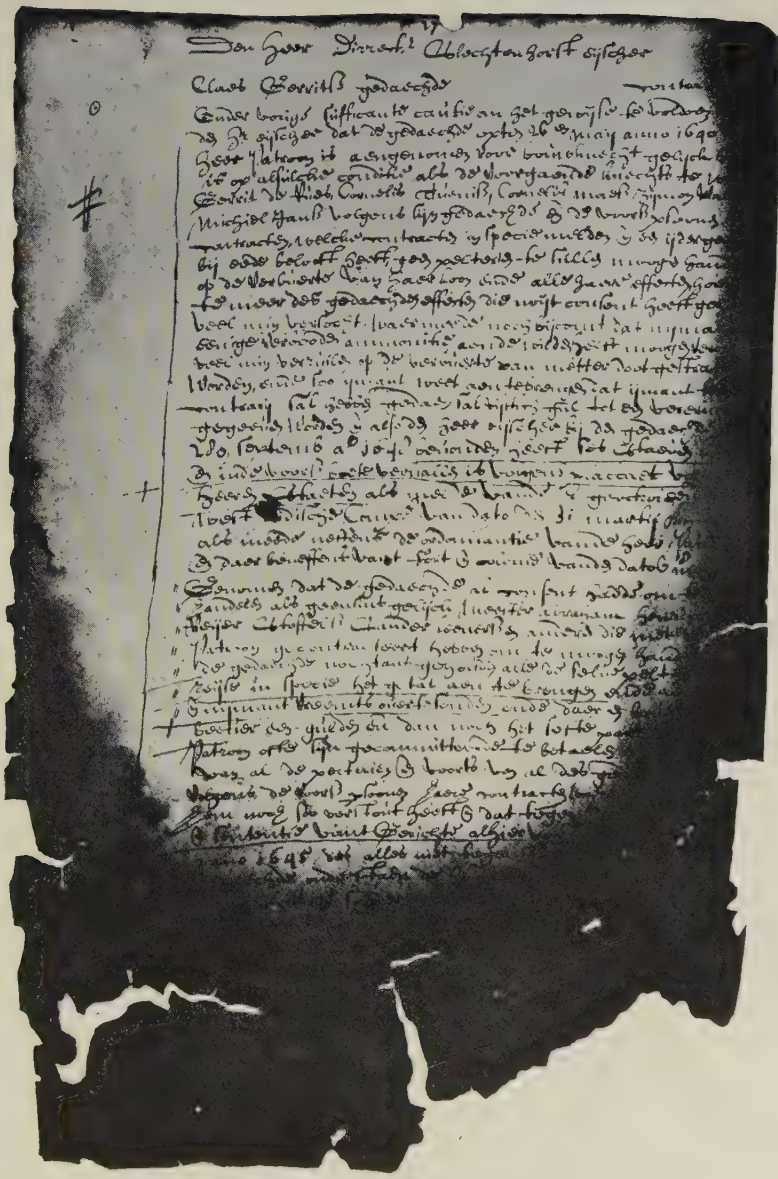
Symon Jansz cited [ ] on pain of [ ].

[17] The Hon. Director Slechtenhorst, plaintiff, against Claes Gerritsz, defendant.

Having heretofore given sufficient security to satisfy the judgment, the honorable plaintiff says that the defendant was engaged as farmer (*bouwknecht*) by the honorable patroon on the 26th of May anno 1640, which he still is on the same terms as the former farmers, to wit, Gerrit de Rues, Cornelis Tuenisz, Cornelis Maesz, Zymon Walichsz and Michiel Jansz, according to the contracts of the defendant and the aforesaid persons, which contracts specifically mention, and by every one has been agreed and sworn to, that they are not to trade in peltries on forfeiture of their wages and all their effects, applying all the more to the effects of the defendant, who has never had permission, nor even asked, so to do. To which must be added that no one has been

[1] Juriaen Bestval.

[2] Gysbert Cornelisz, from Weesp.



Minutes of December 3, 1648, probably in the handwriting of Gerrit van Wenckum

allowed to sell forbidden ammunition to the savages, on pain of being punished with death, and in case any one denounces any one for having acted contrary thereto, he shall receive a reward of fifty guilders. And whereas the honorable plaintiff on the 28th of September anno 1648 found in the defendant's possession six bars of lead, he is liable to pay the aforesaid fine in accordance with the placard of the Lords States [General] and the Hon. Chartered West India Company, dated the 31st of March anno 1639, and the ordinance of the honorable patroon and also of the fort and the colony, dated the 8th of May anno 164[5?]. Granting even that the defendant had obtained consent to trade — which he in no wise had — like Master Abraham,[1] Henrick Albertsz, Reyer Stoffelsz, Sander Leenersz and others, who contracted with the honorable patroon to trade, the defendant would nevertheless be bound each time to report and specify the number of all such peltries and to send them to the patroon and to no one else, and in addition be obliged to pay one guilder for each beaver as well as one sixth part to the honorable patroon, or his agent, on pain of confiscation of all the peltries and furthermore of all the defendant's effects, according to the contracts of the aforesaid persons. In addition to all this the defendant has been bold enough, contrary to the express order and sentence of this court, dated the 23d of June anno 1645, and notwithstanding all this, to venture to carry on the trade continuously on his own authority, without paying any recognition or entering any peltries, in spite of the honorable patroon's order to contract and the sentence of the court, whereby the defendant has committed the highest offense, which in a land of justice neither can nor ought to remain unpunished, the defendant having violated thereby not only the patroon's high and low jurisdiction, but also acted in contempt of [17v] the court here and in the highest degree offended the Lords States [General], whose place we occupy here. The honorable plaintiff, for the reasons afore-

[1] Abraham Staets, surgeon.

said, therefore demands that the defendant within forteen days shall make an accurate return of all the peltries traded by him, specifying the number for each year separately from the year 1640 to this date, in default of which the plaintiff shall count the loss at ten hundred guilders in addition to legal damages. Furthermore, that he shall be condemned to give security for the payment of 50 guilders aforesaid and that on account of his offense, to wit, that the defendant without consent has traded on his own authority, he shall be condemned to pay a fine of 500 guilders, and that in addition he shall forfeit all his effects and be arbitrarily punished as an example to others, *cum expensis.* And all this without prejudice to the plaintiff's further causes of action, both on account of the fighting engaged in by the defendant and the selling or bartering of forbidden ammunition, and on account of the confiscation and having traded contrary to the sentence and the ordinance.

December 17, Reyntgen,[1] the skipper, and Slichtenhorst have attached the wagoner's [2] wages in the hands of Evert Pels.

[18] Extraordinary session, December 16 Anno 1648

The parties, to wit, Willem de Key and Thomas Chamber, as husband and guardian of his wife, in a dispute about two ankers of brandy, are ordered to present additional evidence and proof for our further information.

Court Proceedings, December 17 Anno 1648

Director Slichtenhorst, prosecutor and plaintiff, against Claes Teunisz and some horse racers (*paerden jachters*), for judgment according to the petition of the honorable director.

Whereas those guilty of riding at excessive speed, according to the apostil on the petition to that effect, are declared to have

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[1] Reynier Thymensz? Cf. *Van Rensselaer Bowier Mss*, p. 815.
[2] Jacob Aertsz.

forfeited six guilders for each offense, in addition to the damage done to the horses, each person, moreover, having been summoned to appear on this day to defend himself; and whereas Claes Uylenspiegel, three several times, yes, even twice on the same day, notwithstanding the fine and the prohibition and warning by the honorable director and the prohibition of their honors' ordinance, out of pure mischief and in spite of the court, has presumed to ride past the director's door as fast as the horse could run, he, Claes, always having the lead over the others, whereby he has not only violated [the authority of] the honorable patroon in his high and low jurisdiction and [that of] the court here, but also [that of] the Lords States General whose places we occupy and committed the highest crime [against them]; therefore, the honorable plaintiff demands that the aforesaid Claes shall be publicly exposed in the pillory and be banished from the colony, in accordance with the custom of the fatherland, where those who disobey and disregard the lord's prohibition and banishment are punished with death; or that the same shall be apprehended and for the first offense be [confined] for four days, for [the second offense eight days], and for the third offense sixteen [days, and in addition] [18v] be exposed and banished as above written, as an example to others; *cum expensis.* And that all the others, for the damage and abuse of the horses, in addition to a fine of one pound Flemish, shall for each offense pay three guilders to the poor and furthermore be arbitrarily punished; *cum expensis.*

N. B. Their honors will please do their duty, in order that the dumb animals may not again do justice themselves and put the court to shame, as has happened before.

Hans Vos, being summoned to appear by Pieter de Boer on account of his contract of service for four months, which he here admits and promises to fulfil, is ordered to fulfil the same and to satisfy Pieter, on pain of paying the fine imposed heretofore on Jacob Aertsz, *waegenaer* (wagoner), in case he remains in default.

The honorable director, plaintiff, against Evert Pels, defendant, for having wounded Thomas Jansz in the head with a piece of wood and drawing blood. Demands condemnation according to the ordinance of the Hon. Chartered West India Company at the Manhatans, or of Amsterdam, and as Evert Pels had his servant get the canoe of Thomas Jansz without his knowledge or consent, the plaintiff maintains that Evert Pels has forfeited the sum of 25 guilders according to the former ordinance, all *cum expensis.*

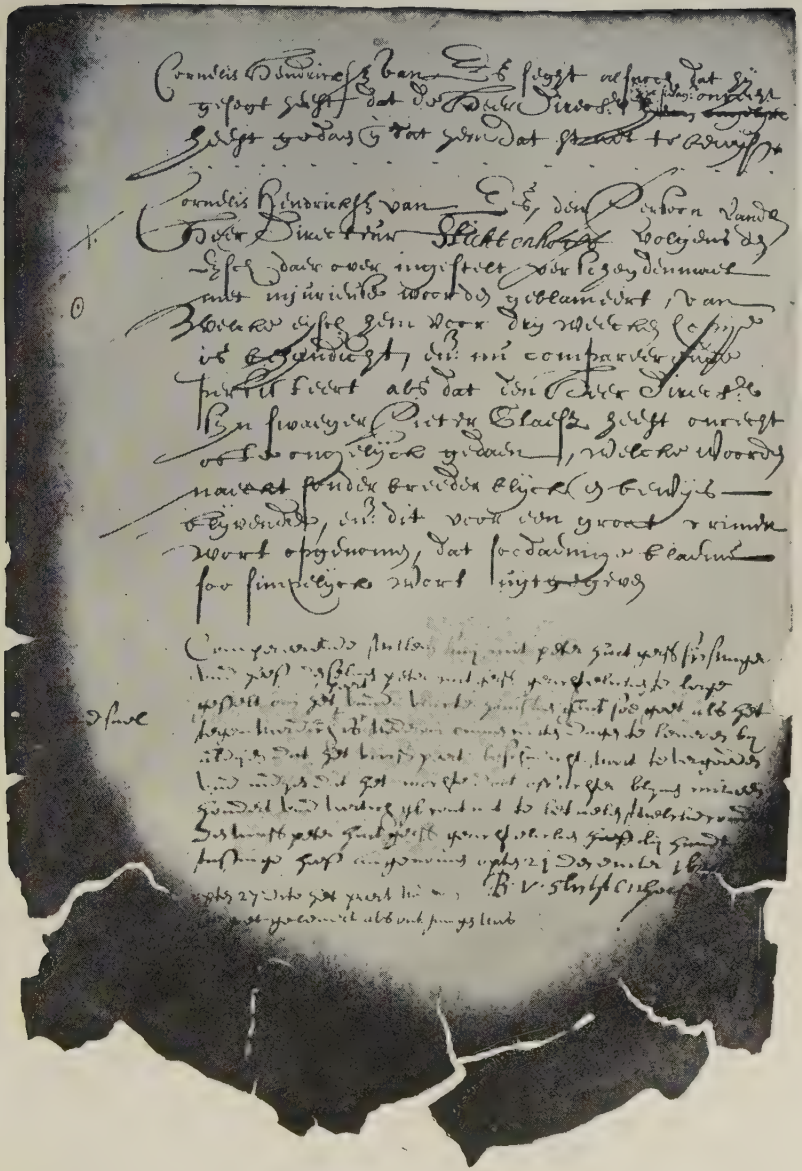
The same, against the wife of Evert Pels.

Whereas she slandered the honorable director and the other members of the court in general, the honorable plaintiff concludes that she is liable to a fine of 300 guilders in accordance with the ordinance, and demands that she be fined five times six guilders, *cum expensis.*

[19] Evert Pels is ordered to pay and satisfy the 26 guilders which he owes Claes Tyssen, in money or goods, as stipulated, *cum expensis*, saving his claim against Cornelis Teunisz.

The honorable court, having considered the wilful violation of our former ordinance by those who ride their horses at a reckless speed, hereby condemn each offender for each violation to pay the stipulated fine. But as to Claes Teunisz called Uylenspiegel, observing the mischief and recklessness committed by him in spite of the express prohibition [of such riding], he is hereby, on pain of corporal punishment, warned not to disregard the words, admonition and prohibition of the honorable director, especially [when acting] against the ordinances and orders of the honorable court. This time, therefore, by way of mitigation of sentence, only a fine, as above, is imposed upon him.

The honorable court, for reasons them thereunto moving, have granted Claes Gerritsz time until one month from this date to settle his account, on condition that he shall forfeit one pound Flemish for each week that he remains in default after the aforesaid time and of giving security for the satisfaction of the judgment.



Last part of minutes of December 17, 1648, in handwriting of Anthony de Hooges. Below, bond of Pieter Hartgers for the return of a horse, in handwriting of Brant van Slichtenhorst

28 January 1649 Copy of sentence furnished to [Jan Dircksz] Englishman.

Having seen the honorable director's complaint against Claes Gerritsz for beating [Jan Dircksz], which Claes Gerritsz has acknowledged, [he] is condemned [ ].

[19v] Cornelis Hendricksz van Es repeats his charge that the director wronged his son-in-law,[1] which he is to prove.

Cornelis Hendricksz van Es having several times by opprobrious words slandered the person of the Hon. Director Slichtenhorst, according to the complaint instituted in the matter, of which complaint a copy was handed to him three weeks ago, and [said van Es] now appearing in court, he persists that the honorable director wronged or unjustly treated his son-in-law, Pieter Claesz. Which bald assertion remaining without any further evidence or proof, it is considered a great crime that such slander should be so loosely uttered.

Appeared Willem Kay, together with Peter Hartgers, his brother-in-law,[1] which said Peter Hartgers has lawfully bound himself as surety for the return within fourteen days, in as good condition as it now is, of the horse of the Vlacte called Hamstien, with the saddle. And in case the aforesaid horse should be injured, [he binds himself] to make good the damage, and if it should die or stay away to pay one hundred and twenty guilders for it, cash. Which said conditions the aforesaid Hartgers has agreed to in court with a clasp of the hand, on the 21st of December 1648.

[signed] B. v. SLICHTENHORST

On the 27th ditto the horse was returned in as good condition as it was when received.

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[1] *swager*, a word which may mean either son-in-law, or brother-in-law, but which is here used in the sense of son-in-law, referring to Pieter Claesz. See minutes of May 22, 1649.

[1] *swaeger*. Catrina Roelofs, the wife of Willem Key, and Sytje Roelofs, the wife of Pieter Hartgers, were sisters, both being daughters of Anneke Jans Bogardus by her first husband, Roelof Jansz from Masterland. The entire bond is in the handwriting of Van Slichtenhorst.

[20] Extraordinary session, December 19 Anno 1648

Resolved that the honorable director shall once more summon Evert Pels to pay the wages of Claes Tyssen within twice twenty-four hours, it being found that he has given two summer skins, valued at 16 guilders, which is not acceptable. And in case he refuses to pay, the director is to advance the money, subject to the restitution of double the amount.

On the 21st ditto, notice was served on Evert Pels in the presence of Mr Hoogens, by affixing said notice to the door.[1]

Cornelis van Es and Pieter Claesz declare before the court here that they have nothing to say about the person of the honorable director but what is right and honorable and that they are very sorry for having used slanderous language against the honorable director, saving the honorable director's further complaints, *cum expensis.*

Aknowledged before me,

ANTONIO DE HOOGES, Secretary

The Hon. Director Brandt van Slichtenhorst by this, his signature, promises to save Rutger Jacobsz and keep him harmless from all loss and damage which may be caused to the said Rutger Jacobsz by the Hon. General Petrus Stuyvesant or his agents on account of the building which he intends to erect near the First kill,[2] toward the hill. And the lease of the said house shall begin next Easter Anno 1649. Done in the colony of Rensselaerswyck, this 21st of December Anno 1648.

[B. v. SLICHTENHORST]

[20v] June 22, 1648, Hans Vos was dismissed until after harvest time.

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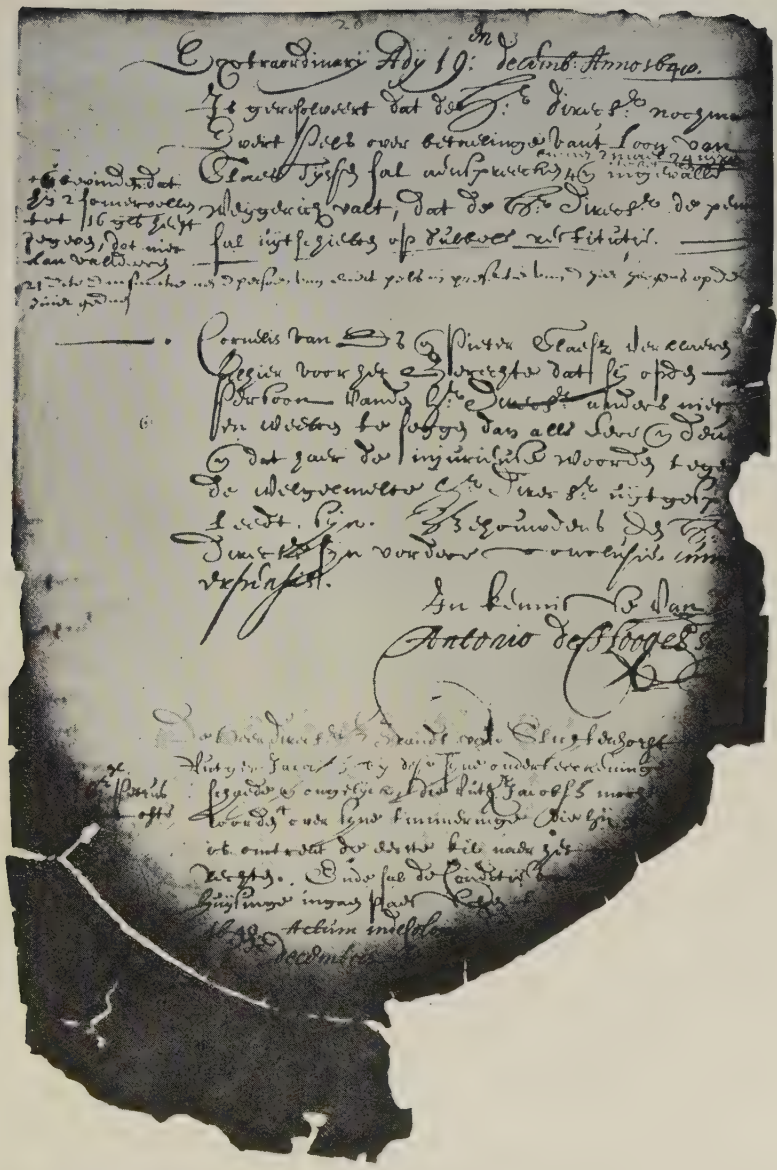
[1] Memorandum in the handwriting of Van Slichtenhorst.

[2] The Rutten kill. See *Early Records of the City and County of Albany*, 2:43.



Minutes of December 19, 1648, showing signature of Anthony de Hooges, secretary

December 23 Anno 1648

Hans Vos again engaged as court messenger for the period of four months on condition that he is to receive wages on the basis of 50 guilders a years and shall work for the honorable director two or three days a week at one guilder a day in addition to his wages and board and whenever he shall work for Pieter de Boer he shall receive wages according to the contract between them and if working for others whatever he can get. He shall also be held in the morning to fetch a pail of water, to cut fire wood and to spade one half of the garden, without receiving wages therefor. And Hans Vos has this day by shaking of hands, instead of an oath taken before the honorable director, promised during the aforesaid time faithfully to acquit himself of all his duties.

[In the margin is written:]

This contract remaining intact, Hans Vos has again agreed to serve, on condition that he shall receive twenty guilders per month, and he has promised to work one day a week for the patroon without pay. This 31st of January Anno 1650. His term of service begins New Year 1650.

Hans Vos has confirmed this by the shaking of hands instead of an oath.

Cornelis Segersz is asked whether he acknowledges the signature which was put by him under the contract of his farm, dated August 25, 1643, to be his, or not, and if he does, the honorable director demands that he be condemned to fulfil the contract in all its parts. *Cum expensis.*

[Cornelis] Segersz
[admits that the] signature
[is his and is therefore] bound
[to fulfil the contract in] all
its parts.

[A. DE HOO]GES, Secretary

[21] Director Slichtenhorst, plaintiff, against Hans in Cluys, defendant.

Whereas Hans in Cluys[1] has twice, even as recently as last Sunday and that in the presence of the Domine, ventured to come by force into the director's house and to insult, affront and slander him in the highest degree with respect to his office, and boldly and impudently dared to ask him in public whether he, Slichtenhorst, was officer and judge alone in the colony, saying that he wanted a justification of his sentence from him, Slichtenhorst, and many other insolent words, of which proof is demanded while the court is in session, or in default of proof that the delinquent by sentence of this honorable court shall be declared infamous and to have forfeited the sum of 300 guilders for having spoken rudely and insolently to the director. Considering however that the delinquent has but small wages, [the director] concludes that he has forfeited each time, that is twice, 10 guilders and [demands] that in addition he be declared infamous and furthermore that the delinquent be kept on water and bread or at the most be arbitrarily punished as an example to others, all at the discretion of the court, *cum expensis*.
10 guilders agreed upon in the presence
of the Domine and *finis*.

[21v] Court proceedings, January 7 Anno 1649

Jacob Lambertsz has this day by agreement finally paid his fine in the matter of his former dispute with the honorable director and Jochem Kettelheym.

January 7 Anno 1649

Cornelis van Es's contract regarding his farm being read to him word for word by the secretary, de Hooges, he is asked by the honorable director whether he acknowledges the same or not,

[1] Hans Jansz, from Rotterdam.

whereupon he answers that he acknowledges it in all its parts and provisions. It is ordered therefore that within 14 days, after the first notice, he must give sufficient security for the judgment, and in case he fails to do so within eight days after that date, he shall be fined double the amount, and so forth.

[In the margin is written:]

The 14th ditto notice was served on van Es with injunction to van Es and his wife not to molest Andries de Vos and his family by word or deed and [the contract] was once more read to him by de Hoogens.

January [?], Vos also included in the injunction.

January 9 Anno 1649

Gysbert Cornelisz being questioned in regard to the dispute between Jan van Bremen and Hans Vos, Gysbert declares that Jan van Bremen tried to put Hans Vos out of his, Gysbert's house, whereupon Gysbert said to the aforesaid Jan that he had nothing to say in his house and if he wished to give orders, he should do so in his own house. Furthermore, that Hans was struck by Jan while Gysbert was away, eating.

[22] Court proceedings, January 21 Anno 1649

The 20th ditto, Poulyntje [1] was summoned for having in an angry mood drawn his knife on Huybert,[2] the servant of de Vos, in the brewery, for which he was fined fl. 100, according to the ordinance. Also, because said Poulyntje struck Huybert with his fists and made his nose bleed, for which he was fined the like amount.

Poulyntje admits that he struck Huybert in such a way that his nose bled.

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[1] Paulus Jansz.
[2] Huybert Jansz.

As regards Cornelis van Es:

1 Judgment of fl. 150 with interest; also fl. 36:15, two skins; with costs.

2 Judgment on account of the oat straw; with costs. } To give security for both

3 Sentence on account of slander by the wife of van Es.

Jan van Bremen. This day, the 15th of January of this year, Jan van Bremen was summoned for having in the spring, at the house and in the presence of Cryn Cornelisz, first struck Hans Vos on the head with his fist and then, without reason or excuse, drawn his knife on him and cut him about the head. And whereas the said van Bremen has heretofore engaged in fighting, he therefore owes a double fine according to the ordinance, so that he has forfeited:

for fist blows, fl. 25 — double the amount fl. 50
for drawing his knife, fl. 100; double, fl. 200

March 30, 1648, Jacob Jansz Stol complained of violence commited by Jan van Bremen at night on his door and windows, for which he incurred a fine of fl. 150, and as it took place in the night, double the amount.

Also that at midnight he severely wounded Kit Davits in the head with a pair of tongs, for which he incurred a fine of fl. 300, or double the amount, fl. 600.

Furthermore, that he, van Bremen, made bold to take Hans Vos, the court messenger, by the arm and rudely tried to push him out of the house of the tavernkeeper, or another man's house, making him out to be an informer,[1] all without cause or excuse, of which proof is demanded. And that thereafter, while Hans Vos was quietly standing under the mantepiece, smoking his tobacco pipe, he dealt him a blow on the head with his fist. All of which things in a land where justice is administered neither

[1] In the margin is written: And confirmed this on the 23rd of January in the presence of Van Bremen, saying that he called said Vos a thief [ ].

can nor ought to be tolerated, but should be promptly and arbitrarily punished, in order that the guilt of bloodshed may not come upon the heads of the patroon's judges [ ] [ ].

[22v] Pieter Claesz offers himself before the court as surety for Cornelis van Es to satisfy all judgments in actions which the honorable director may bring against said van Es, *in toto*.

Witness,

A. DE HOOGES

Andries de Vos is to pay for the patroon's dues on his mill at Bethlehem the sum of fl. 62:10 – a year.

January 29, 1649, Cornelis, called Vossgen, has taken the farm next to Rem Jansz, smith, to the north, on the same conditions as others, the lease whereof shall commence next Easter.

The *ramaker*[1] summoned for having fought on the 4th ditto in such a way that a piece of skin was torn from his face. Note.

[23] [Ordinance] published the 31st of January Anno 1649

The honorable director and commissioners of the colony of Rensselaerswyck, finding that many colonists on their own authority daily use the patroon's horses to draw logs and stone[2] and thereby cripple said horses and make them lame and stiff and greatly abuse them, contrary to the good intentions and purpose of the aforementioned patroon and his director and commissioners who have put the said horses at their disposal only for the purpose of doing therewith their legitimate farm and other work, without injuring or abusing the same; and finding furthermore that some drive their horses until they are warm and [tired] and then let them stand in the cold, hungry and thirsty, before the doors of the tavernkeepers and other persons, thus spoiling them; THEREFORE, their honors have ordained, as they do

[1] Jacob Adriaensz, wheelwright.

[2] At this time there was considerable building going on in the colony.

ordain hereby, that no one shall be allowed to drive the patroon's horses for money [by the hour] or by the load, or to lend them to others to draw wood or stone, beyond such use as he may have to make of them himself for his farm or household, on pain of forfeiting for each load or violation [of this ordinance], the first time three guilders, the second time six guilders, the third time nine guilders and arbitrary correction.

And as it is not their honors' intention to prevent any one from being accommodated for his money, they have no objection if those who are willing to drive for pay or by the load purchase two or more horses at their own expense and use them as they please to accommodate every one. Otherwise, their honors will make further provision in the matter.

Every one is to govern himself accordingly.

Thus done at a duly attended meeting [of the council] and published on the date above written.

[23v] Copy

Apostil granted by the honorable director general and council of New Netherland upon the petition presented by Adriaen vander Donck at the meeting of January 21 Anno 1649.

The honorable director general and council having noted the contents of the petition order Director Slechtenhorst to release the grain attached by him, provided that the petitioner give security for the compensation for the horse, for which Director Slichtenhorst is to sue the petitioner before his competent judges. Thus done in council at Fort Amsterdam in New Netherland. Underneath was written: By order of the honorable director and council, and was signed: Cornelis van Tienhoven, Secretary. Agrees with the original apostil, Cornelis van Tienhoven, Secretary.

Agrees with the original copy,

Which I certify,

A. DE HOOGES, Secretary.

I, Brandt van Slichtenhorst, in the capacity of director of the colony of Rensselaerswyck, notify you, Adriaen vander Donck, or whatever other Christian name you have, and let you know that on the 2d of January 1649, in my capacity aforesaid I caused the court messenger of this colony to attach, first, two hundred schepels of wheat which are still in the hands of Cornelis Segersz, per balance of the agreement entered into with the aforesaid Cornelis Segersz, and whatever else belonging to you, vander Donck, is in the custody of the said Cornelis Segersz, and this in order to recover payment or compensation for a black stallion, valued at 300 guilders, and 5 cows at 80 guilders apiece, belonging to the honorable patroon and entrusted to the hands of vander Donck, with the interest thereon. So that, in my capacity aforesaid, I hereby summon you, vander Donck, for so far as you may have an interest in the aforesaid wheat and other property, to appear on the 27th day of May Anno 1649 before the court of the aforesaid colony, in order to hear all such demand and prayer for relief as I, in my capacity aforesaid, may have to make and submit. In regard to which you must govern yourself as in your judgment will seem best. In the colony of Rensselaerswyck, the [ ] of February Anno 1649.[1]

Agrees with the original,

Which I certify,

A. DE HOOGES, Secretary

[24] Court proceedings, February 4 Anno 1649

On the 27th of January, the honorable director summoned Nicolaes Koorn [to appear] in regard to vilification of the person of Hans Vos, court messenger, in making him out to be a rascal and an informer, demanding that [said Koorn] either prove said accusations in court, or else declare before the court that he knows nothing about said Vos but what is honorable and

[1] Marginal annotations destroyed.

right. Also for defamation of the honorable patroon and his director and council committed in the tavern, saying that they defrauded him and that fl. 1600 was still due him and witheld from him, which involves not merely a question of defamation, but also causes uneasiness among the common people, as if he, Koorn, was being defrauded to that extent, or so much was witheld from him.

Thomas Chamber and Jochem Kettelheym, on the 12th of July 1648, three several times engaged in fisticuffs in such a way that Tomas's face and nose bled profusely, and that on a Sunday in the presence of the honorable director, for which he is liable to the double fine, with costs.

On the same date, the aforesaid Thomas came to the door of the trading house, to the director's, and again asked to fight and within the hearing of Dominus Megapolensis swore three or four times in most ungodly fashion, using God's Holy Name in vain, notwithstanding the honorable director and the minister rebuked him severely for it,[1] it being Sunday and the director and the minister being present; for which he has incurred three times the fine of six guilders, double, or three times twelve guilders.

The 25th of January 1649, Thomas Chamber in the tavern publicly called Hans Vos a rascal and an informer. And as Thomas did not stop, they threw mugs and other things at each other, so that the mugs broke, and this in the presence of Monsr. Looper[2] and Master Abraham,[3] for which he is liable to the double fine.

Furthermore, [the director demands] that he, Thomas, while the court is in session, shall prove that Hans Vos is a rascal, or else declare that he knows nothing about him but what is right and honorable.

[24v] It is ordered that Evert Pels, next Thursday shall

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[1] In the margin is written: Thomas Chamber admits that he swore as stated.

[2] Captain Jacob Loper.

[3] Surgeon Abraham Staets.

present in court here the account of Claes Tyssen regarding the pease and five weeks' wages claimed by him, on pain of forfeiting three guilders.[1]

Consent is given to Jan van Bremen to have a copy of the director's complaint, on condition that he plead thereto on the next court day.

Whereas the honorable director, commissioners and council of this colony, on the 7th of December 1648, ordered and warned all the colonists, farmers and users of the honorable patroon's property that they must within the space of fourteen days deliver their accounts in writing to the aforesaid honorable director, specifying the accounts for each year separately, under the penalty expressed in the said ordinance, which they have thus far failed to do, and finding that the winter has nearly gone by and spring is at hand and that the grain and effects daily disappear and become lost and the honorable patroon in everything receives less recognition than a total stranger; therefore, their honors wishing to provide therein, hereby forbid all those, whoever they may be, who occupy the patroon's property on half or one third shares, or on payment of a yearly rental, to alienate, remove or dispose of any goods, whether grain, or other commodities, without having first satisfied the honorable patroon for everything, including the tithes, but without prejudice to the servants' wages, which shall be paid with the knowledge and advice of the aforesaid director, on pain of forfeiture for each transgression of the sum of 25 guilders and the alienated goods or other effects by those who in all fairness shall be judged to have violated the ordinance. R:Wyck, this 6th of February anno 1649, pursuant to the resolution of their honors aforesaid. Was signed: A. de Hooges, Secretary.

[25] February 18 Anno 1649

Jacob Adriaensz, *raedemaecker* (wheelwright), denies before us that he fought on the 4th of this month.

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[1] In the margin is written: February 12, notice served on Pels.

February 22 Anno 1649

Whereas Jacob Adriaensz, *raedemaecker*, and Jacob Adriaensz, *waegenaer* (wagoner), on the 21st of February 1649, notwithstanding the director's warning and on penalty of the highest fine to be imposed by him, as many as three times made bold to prevent the director from making an arrest as he was having hold of the delinquent's clothes and body, by holding on to his arms and body in such a way that he could not follow, saying also several times that they would not let him go along, which in a land of justice neither can nor ought to be tolerated, as every one in case of need is bound to lend the officers of justice a helping hand, according to the rule of the dear fatherland, for which according to law each of them must stand in the delinquent's place and expect the same punishment, and in addition for each offense forfeit the sum of 300 guilders and receive arbitrary correction according to the ordinance of the 28th of May 1648, and whereas each of them has committed the highest crime not only against the patroon by violating his high and low jurisdiction but also against the States General, whose place is occupied here, therefore, the honorable plaintiff demands, first, that each person shall give security for the satisfaction of the judgment, or, in default thereof, that they shall be placed in confinement and defend their case there; *cum expensis.*

For which purpose the *raedemaecker* is summoned to appear on the 22d and the *waegenaer* on the 23d of February, at about 9 o'clock in the forenoon.

The *raedemaecker's* first default.

The honorable director has declared by true words that the above took place as follows:

The 21st of February 1649, the honorable director, assisted by his son and Hans Vos, having come to the house of Jan Verbeeck, in the Greenen Bos, to arrest Jacob Toenys, the servant of Jan Verbeeck, on account of abusive language and violence between the son of the honorable director and said Jacob Toenys, Jacob *raedemaecker*, Jacob *waegenaer* and Harmen Bastiaensen ventured, notwithstanding the honorable

director forbade them to do so on pain of the highest fine which he could impose, to prevent the honorable director from arresting the aforesaid Jacob Toenys [the remainder of the declaration is illegible or destroyed].

[25v] February 23 Anno 1649

It is ordered that Jacob Adriaensen shall give security for the judgment, or in default thereof be taken into custody.

The same is ordered with reference to Jacob Aertsz, *waegenaer.*

Evert Pels from Steltyn,[1] by this his signature becomes surety and bail for Jacob Aertsz, *waegenaer*, for the satisfaction of the judgment and the costs in the action for preventing the execution of justice or making the arrest, as the court of this colony shall determine. Done this 25th of February Anno 1649.

Evert Pels

In the same way, in every respect, Evert Pels and Rutger Jacobsz become sureties and bailsmen for Jacob Adriaensz, *raedemaecker.*

Rut Jacobsz
Evert Pels

Acknowledged before me,
A: de Hooges, Secretary

The case of Jacob Aertsz, *waegenaer*, and Jacob Adriaensz, *raedemaecker*, is with the full consent and approval of the honorable director and Rut Jacobsz and Evert Pels, as sureties for the aforesaid persons, put for decision into the hands of two neutral and impartial men having legal knowledge and they therefore promise mutually to abide by the decision and to observe it in all respects.

The parties aforesaid have mutually and voluntarily agreed to this, the [ ] of June Anno 1649.

Acknowledged before me,
A. de Hooges, Secretary

[1] Stettin, Germany.

[26] February 22 Anno 1649

Whereas Jacob Aryaensz, *rademaecker*, Jacob Aertsz, *wagenaer*, and Herman Bastiaensz, on February 21, 1649, in spite of the director's warning and under penalty of his highest fine, dared as many as three times each time publicly to prevent the director from making an arrest, while he had hold of the delinquent's[1] body, immediately after [said delinquent] without any cause, much less justification, had struck his son Wencom,[2] and in addition called him an informer and tried to force Wencom to keep off his own patroon's ground, according to the delinquent's own declaration (it being indeed intolerable and unheard of that a subject's servant should thus wrongly maltreat and grossly insult his lawful superior's son), and they, [the defendants], held the delinquent by the arms and body and repeated several times that they would not let him go with the director, which in a land of justice neither can nor ought to go unpunished (as every one in case of need is bound to lend a helping hand to the officers of justice, according to the rule of the dear fatherland), therefore, they have forfeited life and limb and according to written law must stand in the delinquent's place and severally receive the same punishment, fine and amercement for the crime committed, while in addition they have forfeited the sum of three hundred guilders, according to the ordinance of May 28, 1648, posted in this colony. And whereas each of the persons arrested has not only committed the most serious crime within the high and low jurisdiction of the honorable patroon, but has also in the highest manner violated the jurisdiction of the States General, whose place and administration of justice are represented here, therefore the honorable plaintiff demands that each person shall first of all give bail for the satisfaction of the judgment, since

[1] Jacob Toenys, servant of Jan Verbeeck.

[2] Gerrit van Wencom, who at that time held the office of deputy schout of the colony, was not the director's son, but his nephew. He was succeeded by the director's son, Gerrit van Slichtenhorst, which might account for the error, except for the fact that the entire entry is in the handwriting of the director himself.

they own no real estate here, the more so as Jacob *wagenaer* has hertofore grossly insulted the former officer, Verdonck,[1] and broken the lord's bonds [of justice]; or, in default thereof, that they may be placed under civil arrest or in confinement and there made to defend their case, all *cum expensis*.[2]

February 21, 1649, the honorable director, assisted by his son and Hans Vos, having come to the house of Jan Verbeeck to arrest the person of [Jacob Toenys, servant of Jan] Verbeeck, on account of abusive words . . . [the remainder of the page is destroyed.]

[In the margin is written:]

The honorable director, his honor's son and Hans Vos declare by true words that this took place as here stated.

Which [I certify,]

[A. DE HOOGES, Secretary]

[26v] Court Proceedings, March 4 Anno 1649

Jan Reyersz acknowledges that he owes Albert Andriesz fl. 71 and promises to pay the same at the first opportunity to the deaconry of this colony.

The honorable director, plaintiff, against Harmen Bastiaensz, defendant. *Cum expensis*. First default.

Aert Pietersz
Quiryn Cornelisz } First default.

Appeared in the afternoon:

Quiryn Cornelisz, who admits that he owes Albert Andriesz fl. 69:–, but for the present has no means of paying.

Quiryn Cornelisz declares that in the fore part of the year 1643, as the wedding guests were going over the ice to the wedding of the daughters of van Es, a mare of the said Cryn and a stallion

[1] Adriaen van der Donck.

[2] In the margin is written: The 3d ditto, Hans Vos served notice on Rut Jacobs and Evert Pels.

of van der Donck were drowned near the *swarte*, or *paerde hoeck*,[1] and that he, Cryn, is under the impression that van der Donck received therefor from the wedding guests one hundred and fifty guilders.

[27] Jaques Neulewels declares here that the servant of Sander Leendersz on March 1, 1649, went into the woods with a savage, who had a whole loaf of bread, which was cut up in the woods for the savages and after they had eaten it, they went with six packs, led by the servant, together into Sander's house.

March 11 Anno 1649

Sander Leendersz acknowledges the contract made by him with the late patroon on March 28, 1639, and says that he knows of no other contract than that. It must therefore be carried out in all its parts, as well as that granted by the court on February 23, Anno 1645.

Sander Leendersz admits having sailed two yachts since 1641, for three years, and says that he knows of no other contracts.

Catalyn Sanders admits that she signed with her own hand the contract made with the patroon on March 28, Anno 1639, and that she has a copy of it at her house. Whereupon complete condemnation is asked.

Catalyn Sanders also acknowledges the contract entered into with the court of this colony on February 23, Anno 1645, and says that she knows of no other contracts.

Catalyn says that they sailed two yachts of the patroon, but not while they tapped liquor.

March [ ] Cornelis Segersz has through Hans Vos [requested that he be] released by the court from [ ].

[1] Now Parda hook, about a mile south of Van Wie's point.

[27v] Court proceedings, March 18, 1649

Harmen Bastiaensz having heard the complaint of the honorable director read to him, answers that they must call him before his competent judges.

Cornelis Segersz has agreed with Thomas Keuningh to take his boy into his service from this date, paying him according to the time, provided that the boy must serve in the next harvest. If in binding he keeps up with one mower, he is to receive one guilder; if with two, two guilders.

Cornelis Segersz being in dispute with Willem de Key about pease purchased by him, their case is referred to two neutral arbitrators, whose decision as to their value they are to follow, to wit, such arbitrators as they shall nominate.

Jacob Lambertsz Dorlandt is ordered to pay to the honorable director the fine imposed upon him by sentence within the space of fourteen days after the service of notice, under penalty of execution and a fine of fl.3.[1]

The case of Jacob *waegenaer* and Jacob *raedemaecker* is submitted to the discretion of impartial men, with the consent of the honorable director and Ruth Jacobsz and Evert Pels, as sureties.

[28] Court proceedings, March 25 Anno 1649

A warrant of arrest and summons having been served upon Willem de Key at the request of Cornelis Segersz on account of 200 schepels of wheat which he, Willem de Key, admits having taken on board his yacht and carried past the house of Evert Pels, but which on account of the inclemency of the early winter, at Willem de Key's request, were taken out of the yacht by the said Cornelis and removed to the Greenen Bos to the brewery

[1] In the margin is written: March [ ], Hans Vos served notice on Jacob Lamberts.

and the house of Domine Megapolensis,[1] Willem de Key answers that at the first opportunity he will reply to everything in writing.

Apostil on the petition of Nicolaes Koorn

Serves for apostil:

Nicolaes Koorn is again referred to the order last sent to him, but for certain reasons the time is prolonged or extended until this day fortnight, under the penalty heretofore provided.

Jan Thomasz's contract is canceled by the honorable director for so far as he is concerned.

On the date above written Evert Pels transfers and conveys to Jeuriaen Bestvall the house, haybarracks and barn as they have to this date been used by Evert Pels, everything to be appraised at a convenient time by impartial men.

[28v] April 3 Anno 1649

Sander Leendersz becomes surety for all actions and fines which the honorable director may institute against or demand of his servant, Egbert Doysz, submitting himself to the court here.

Sander Leendersz, by his signature, promises to perform this.

Witnessed by me,

A: DE HOOGES, Secretary

On the date above written the following notice was served on:

Cornelis Teunisz van Westbroeck
Volckert Hansz, and
Cornelis Vos

You have license to carry on lawful trade, but in no wise to carry on any illegitimate trade, as is daily done by you in running into the woods to meet the savages who come with beavers and

[1] Domine Megapolensis resided on the east side of the Hudson river, obliquely opposite Fort Orange in the so-called *Kerckbuurte*, or church neighborhood, which by O'Callaghan, *History of New Netherland*, 1:330, and Brodhead, *History of the State of New York*, 1:343 is erroneously placed on the west side of the river, near the Beaver's creek. Cf. *Van Rensselaer Bowier Mss*, p. 454, 619.

in promising them presents of stockings, hatchets and other goods if they will come to your houses to trade, and after having thus traded with them giving them a little note to tell other savages where you dwell and such presents as will induce them to come to you to trade.

You are hereby warned and forbidden by the court to carry on such illegitimate trade, in violation of the ordinance.

Cornelis Teunisz promises to observe this, provided those of the fort do likewise, as heretofore they have not done.

Volckert Hansz agrees to do as Cornelis Teunisz.

Cornelis Vos promises the same.

[29] April 15 Anno 1649

Cornelis Teunisz van Breuckelen having been notified that he is alleged to have said that changes were made in the contracts after the time the leases were signed, which he denies, asks that the case be put over until Rutger Jacobsz comes up the river.

Also, that Cornelis Teunisz on April 5, 1649, having called to the honorable director to come out of his house, gave up the lease of his farm, to which the honorable director consented on condition that he should render his accounts, which Cornelis Teunisz admits.

On the petition of Cornelis Segersz it is ordered that he must first turn all his accounts regarding the grain over to the director and that then a copy will be exhibited at his expense.

Jacob Lambertsz is again ordered to satisfy the judgment of March 8, 1649, within eight days from the time notice is served, under penalty of six guilders, and if he remains in default another eight days, nine guilders.

[In the margin is written:] 3 days after the 15th of this month, notice was served on Jacob Lambertsz by Slichtenhorst himself, on the land of Thomas Jansz.

Whereas Claes Gerritsz has thus far failed to satisfy the judgment of December 17, 1648, he is again ordered to satisfy the

same within three weeks from the time notice hereof is served, on pain of forfeiting two pounds Flemish.

The honorable director, plaintiff,

against

[1st] default { Jacob Schermerhorn
Gerrit, the cooper [1]
Roelandt,[2] the nephew (*neve*) of Mr Stuyvesant
Pieter Loockemans
Marten, the mason [3]
Rem, the smith [4]
Willem Jansz Stol
Hendrick Driesz
Meynert, a carpenter
Lammert van Valckenburgh } defendants

[29v] Court proceedings, April 29 Anno 1649

Nicolaes Coorn is ordered once more and for the last time that he must render and deliver his account and statement of all his claims in the form heretofore mentioned within the space of twice twenty-four hours, under the penalty provided.

[In the margin is written:] May [ ], written notice was served on Coorn.

Cornelis Teunisz van Breuckelen to be asked in court whether he still stands by the words spoken by him twice on April 7, 1649, to Director Slichtenhorst, to wit, that he, Slichtenhorst, had changed the contracts under which the six lots were leased on September 14, 1648, after the leases were signed and that the copies which they had procured of the said contracts or agreements did not agree with the original terms which were read to

[1] Gerrit Jansz, *kuyper*.
[2] Roelandt Savary? See minutes of March 16, 1651.
[3] Marten Harmensz?
[4] Rem Jansz.

them at the time the aforesaid leasing took place, to which he added that he and Rutger Jacobsz and two or three other persons would prove what is stated above. Whereupon a categorical answer, yes or no, is demanded, and in case no answer is made, that it be taken that he, Breuckelen, still stands by what he said.

Cornelis Teunisz asking for a copy of the foregoing charges and eight days' delay in which to make answer, his request is granted.

Whereas Cornelis Hendricksz van Es has before this been called upon and urged by the honorable director of the colony of Rensselaerswyck to pay a certain bond given in case Cryn Cornelisz should fail to pay, amounting to the sum of one hundred and fifty guilders, and also an absolute assignment of thirty-six guilders, fifteen stivers, as per account of Roelof Cornelisz, which aforesaid bond is signed by the said van Es and C[ornelis] Crynen, who was also called upon to pay before the said van Es, but declared that he had [no money] for the present. And whereas Cornelis [van Es], for the reason aforesaid, caused Cornelis Crynen to be arrested and summoned to appear in court, as he did appear twice, to recover the amount from him, but van Es failed to appear and to prosecute his action, therefore Cornelis Crynen [ ]
[30] so that for the reason above mentioned it is ordered that he, van Es, shall tender and pay the amount of the bond and the assignment, with interest at the rate of one penny in sixteen, before his departure from here, referring him for the recovery of the amount to the person against whom his action must be brought and whom he caused to be arrested and summoned to appear, to wit, Cornelis Crynen; all *cum expensis*.

First default { Cornelis van Es and Pieter Claes } persons attached and summoned to appear on the next court day, which is now, action being brought by the director against both and by Andries de Vos against Pieter Claesz.

Hans Vos is ordered by the court to proceed to the house of Cornelis van Es and Pieter Claesz, to watch over their property until they shall have rendered their accounts and performed their duties, all on payment of proper wages to Hans Vos.

This day, May 3, 1649, Jacob Hevick has leased from the director and commissioners of this colony at twenty guilders a year, for the term of six years, a certain house belonging to him and a garden situated north of the house and farm of Jan Baerentsz and south of that of Thomasz Jansz, provided that Jacob Hevick shall have free of rent all the land that he shall clear within the aforesaid time; furthermore Jacob must in addition yearly deliver two pairs of fowls. The lease commenced at Easter.

B. v. SLICHTENHORST

This is × the mark of

JACOB HEVICK, made with his own hand

JAN VAN TWILLER

This is the × mark of

WILLEM FREDERICKSZ, as witness

Acknowledged before me,

A: DE HOOGES, Secretary

[In the margin is written:]

As heretofore a considerable trade was carried on at this place, but this has now almost completely ceased, this is the reason that the place rents for not more than 20 guilders a year.

[30v] This day, the 4th of May 1649, Antony de Hooges and Pieter Hertgers have jointly leased from the honorable director of this colony, for the term of three years, for a garden, the ground lying to the north of and close under [the walls of] Fort Orange, to the south of and next to the yard of the honorable patroon, being the ground where heretofore the trading house of the honorable patroon stood, and to the east of the

churchyard,[1] on condition that they give one beaver a year. In case necessity requires it, the director reserves the right to lay out a road through the garden to the churchyard, or an emergency road,[2] on condition that two gates shall be made and kept in repair at the patroon's expense. The lessees have signed this lease with their own hands. Done in Rensselaerswyck, on the date above written.

A: DE HOOGES
PIETER HERTGERS

Court proceedings, May 6 Anno 1649

Pieter Claesz promises here before the court to deliver up the house, barn and hay barracks used by him last year in as good condition as he received them.

[A note in the margin says:] De Vos has used his barn five years, his dwelling house three years and the hay barrack four years.

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[1] *voorde tydt van drie Jaeren gepacht de gront tot een tuyn gelegen benoorden dicht ondert Fort Orangien, besuyden naest aenden Hoff vande Ed: Heer Patroon, synde de gront daer voor desen het handelhuys vande Ed: Heer Patroon heeft gestaen, ende beoosten het ķerckhof.* The patroon's *Hoff* probably refers to the garden belonging to the patroon's house, which was occupied by Van Slichtenhorst. Van Slichtenhorst afterwards claimed that he had more than a hundred sleigh loads of manure drawn into this *hof* and kept the clapboard fence around it in repair at his own expense. The term *ķerckhof* may be used in the general sense of a burying ground, but may also mean the plot around the former trading house of the patroon, which according to a petition presented by de Hooges on March 27, 1648, had shortly before been turned into a church. The words: "being the ground where heretofore the trading house of the honorable patroon stood," are inserted in the margin and may, perhaps, in the original have been inserted in the wrong place and be intended to apply, not to the *Hoff*, but to the ground leased for a garden.

[2] *Nootwech.* Hugo de Groot, *Inleiding tot de Hollandsche Rechts-Geleerdheyd*, Book II, chap. 35, § 7, says: *Noodweg is een weg alleen te gebruicken tot den oogst, tot een lijck ofte andere noodzakelickheid* (*Noodweg* is a road to be used only for the transportation of crops, a dead body, or for other necessary purposes).

May 28 Anno 1649

Whereas Director Slichtenhorst caused 200 schepels of wheat belonging to Adriaen vander Donck to be attached, whereof a written notice was sent to him and a date was set for trial of the case on the 27th of May Anno 1649, payment is demanded for the horses, cattle and the appurtenances thereof, according to the notice, *cum expensis;* and in case of failure to appear, [it is demanded that] the first default [be granted], with the benefit thereof, and the right to serve peremptory notice *de novo* and to appoint another day for trial.

[31] Whereas Gysbert Cornelisz aende Berch was ordered some time ago to deliver to Evert Pels two cows with a heifer and he, Gysbert, being called upon and urged to do so, has positively and stubbornly refused to give up the aforesaid cattle, he is hereby ordered by the court to deliver the said cattle to Evert Pels or his agent under the penalty of three guilders for one day's delay, six guilders for two days, nine guilders for three days and so on multiplied, and arbitrary correction, *cum expensis.*

[In the margin:] May 19, this order was served and read to him.

For which refusal the aforesaid Gysbert is summoned to appear in court under penalty of the highest fine to be imposed by the patroon.

Court proceedings, May 20 Anno 1649

[Part of the page left blank]

May 22, 1649

Pieter Claesz is released from his bail bond executed for his father-in-law[1] van Es, dated March [ ] [ ] his own action [ ]

[31v] Copy

Pieter Claesz, [you are hereby] ordered to let Jan van Bremen have two of the strongest horses, one stallion and one

[1] *Schoon vaeder.*

gelding, which said Jan shall feed oats at his expense, for which room shall be given him at your house, and in case you refuse, you are liable to the fine imposed in such cases. Guard yourself against damage. February 3, Anno 1649.

By order of the director and the commissioners,

A. DE HOOGES, Secretary

Court Proceedings, May 29 Anno 1649

The honorable court of this colony of Rensselaerswyck having examined the complaint of the director against Michiel Jansz, together with the answer, replication and rejoinder, and having duly considered everything, hereby order the said defendant to render an itemized account of everything in proper form to the aforesaid director.

[32] May 31, 1649

Whereas question has arisen between Director Slichtenhorst and Monsr. Adriaen vander Donck about the claim heretofore presented by vander Donck, the director, after examination of his lawful debit and alleged credit accounts, caused two hundred schepels of wheat belonging to vander Donck to be attached, according to the writ served on him, in which the date on which he was to appear was fixed at the 27th of May 1649. Vander Donck having appeared on the 21st instant, it was arranged and agreed that the 21st instead of the 27th would serve as the date of appearance, as it actually did serve, as will sufficiently appear from the complaint and the written answer of vander Donck, in his own hand. And whereas vander Donck claims and alleges that the appointed day passed without prosecution of the case, and he, in bad faith, transferred his title to the aforesaid 200 schepels of wheat to others (in derogation of vander Donck's former agreement), as vander Donck has himself declared in the presence of the said Slichtenhorst and Antonio de Hooges, therefore, the court messenger, by order of the director, on the

31st of the aforesaid month of May, once more served an attachment against the person of the said vander Donck and by mutual consent arranged to have court held at two o'clock in the afternoon of the said 31st of May; however, without prejudice to Director Slichtenhorst's former legal right as regards the wheat transferred to others, which remains intact as before and for which the former attachment was made, his case being prosecuted from day to day, at the expense of the party who shall be found in the wrong, for which security is demanded; all without loss or damage, *cum expensis.*

Furthermore, an attachment is served against him to make reply to written interrogatories.

Extraordinary session, on the date above written

The honorable court shows that the 200 schepels of wheat belonging to Adriaen vander Donck, which were attached, can not be received or delivered without the consent of the court, as the attachment was made by order of the court . . . [remainder illegible].

[32v] Copy

After the fire, in the year 1646, had destroyed one of the [two] farms on Casteels island, Adriaen vander Donck, who had had possession thereof, resolved to sell his remaining interest in the farm, with the consent of and before the court. After the sale, vander Donck resolved to leave the colony, which he did, also with the consent of the court, having first delivered his account to Monsr. de Hooges. But as they could not finally settle the accounts in regard to the burned house and some other claims on both sides, they decided to write at the first opportunity for advice to the guardians of the patroon of the colony and then to settle their accounts. Thereupon vander Donck departed.

Anno 1647, after the arrival of the ship *Valckenier*, vander Donck brought suit before the court against Monsr. de Hooges, while he was at the Manhatans and demanded final settlement, but de Hooges had not yet sent over the account, so that he was

ordered to do so at the first opportunity, when they were to proceed with the case. The account was sent over on the ship *de Princes*, which was wrecked and the account was lost. Anno 1648, Director Brant van Slichtenhorst arrived and vander Donck several times requested him, verbally and in writing and also by petition to pay the money coming to him according to his account, but never received any. Finally, some effects of vander Donck having been attached by the director of this colony anno 1649, the [ ] of May, it was agreed upon by Director Brant van Slichtenhorst on the one side and Adriaen vander Donck on the other side [ ]
[ ]
[33] guardians of the honorable patroon of this colony and Adriaen vander Donck, upon this condition and stipulation that whoever is entitled to anything shall receive the money there,[1] without the parties referring each other to New Netherland. And in case it should happen that the honorable guardians on the one side and Adriaen vander Donck on the other side had any points about which they could not agree, neither of the parties, to wit, neither the honorable guardians, nor vander Donck, shall have the right to resort to or make use of judicial proceedings to settle the matter, but both parties, the guardians as well as vander Donck, shall be held to leave their dispute to the decision of arbitrators, whom they shall mutually chose, each party choosing one according to his pleasure and the two joining to themselves a third person, to whom all disputes shall be left for final decision, without either side attempting to do anything to the contrary. And the director of the colony of Rensselaerswyck hereby promises and binds himself that the honorable guardians on their part shall faithfully carry out this contract without any exception, just as vander Donck on his part promises to do this. But in case either one of the parties, except by reason of death or other serious misfortune, should fail to perform his

[1] Namely, in Holland.

part, the other party shall be free to recover his loss and damage wherever it shall seem best to him.

Furthermore, Director Slichtenhorst shall not write to his honorable masters about this matter or advise them of it without showing Adriaen vander Donck before his departure [ ] [ ]

[33v] vander Donck, after receipt of the *gravamina* to be brought forward by the honorable Director Slichtenhorst, shall deliver to his honor the reply with such other *gravamina*, if any, as he may have, and thus mutually exchange the papers in the case. Thus done and decided in good faith on the date above written, and in witness of the truth confirmed with their usual signatures and sealed with their seals, in the colony of Rensselaerswyck. And was signed:

B. v. Slichtenhorst

Adriaen vander Donck

And besides their names sealed with the seals of both of them.

Below was written:

Thus signed and sealed and acknowledged before me, secretary of the colony of Rensselaerswyck,

Antonio de Hooges, Secretary

After collation this is found to agree with the original,

Certified by me,

A: DE HOOGES, Secretary

[34] Court proceedings, June 3 Anno 1649

Thomas Jansz, plaintiff, against Evert Pels, about surgeon's fees for wounds inflicted.

Evert Pels says that he is not bound to make compensation, because Thomas Jansz was just as guilty as he was.

Hans Vos is ordered and commanded to go to the house of Gysbert aende Berch and there by judicial process to levy the share of the animals for the farm of Evert Pels, as was ordered heretofore, to wit, 2 cows and one heifer.

June 4 Anno 1649

The honorable director of the colony of Rensselaerswyck and Evert Pels have by mutual consent, without any further claims on their part in any manner whatsoever, completely referred and turned over to Monsr. Adriaen vander Donck and Jan Lourisz Appel for proper decision and settlement the legal questions at issue between them both, to which [decision] they fully submit themselves.

B. v. SLICHTENHORST EVERT PELS

Acknowledged before me,

A: DE HOOGES, Secretary

[34v] June 5 Anno 1649

Director Brant van Slichtenhorst and A. de Hooges and Johannes van Twiller as commissioners have after mature deliberation ordered and decided, as they do hereby, that Adriaen vander Donck may not receive or unload the two hundred schepels of wheat attached in the hands of Cornelis Segersz, except upon security given by two sufficient sureties before the court here, in default whereof the attachment will remain in full force.

Johannes van Twiller is granted permission by the honorable director to transport out of the colony for Mr Stuyvesant a horse belonging to Cornelis Segersz, provided he receive in return a horse of Curaçao or other breed; and Joannes van Twiller hereby guarantees the honorable director against all loss. Dated as above.

JAN VAN TWILLER

Pieter Claes has left the colony of Rensselaerswyck with the knowledge and consent of the honorable director of the aforesaid colony, on condition that he would satisfy and pay Hans Vos for performing his duties at his house by order of the court, according to the resolution. Also upon condition that in accordance with his own promise he would deliver up the house, barn and hay barracks heretofore used by him, in as good condition as he found them. Done in the colony of Rensselaerswyck, this day, the 5th of June 1649.

June 6, 1649 — Jacob Jansz Stol, for the fine incurred on account of [assault on] Hans Vos committed on the same date and the court day set for the first [of July].

[35] Extraordinary session, June 8, 1649

Claes Tyssen, on June 7, 1649, had the court messenger serve an attachment against Adriaen vander Donck here in the colony and appoint a court day, namely, the 8th of this month, on which to settle his account and make payment according to the agreement between the parties.

Claes Andriesz and Dirck Hendricksz, both of Hilverson, are ordered to fulfil their contract of service with those to whom they are assigned, under penalty, on the next default, of being put on bread and water for eight days at their own expense, with costs. This will serve as a strict warning that they must faithfully perform their service, their first offense being hereby overlooked.

Adriaen vander Donck declares here before the court, by handfast, that he owes Claes Tyssen no more than fl. 53, say fifty-three guilders.

Willem Fredericksz becomes surety for vander Donck's debt of fl. 53 to Claes Tyssen.

Court proceedings, June 10 Anno 1649

Antony de Hooges becomes surety for two hundred schepels of wheat in the hands of Cornelis Segersz which are levied by the director on account of Adriaen vander Donck.

Cornelis Segersz is ordered by the court to deliver to the honorable director of this colony, or his agent, two hundred schepels of wheat for the payment of [ ] on pain of forfeiting six guilders for [ ] delay after notice shall have been served.

[35v] This 14th of June 1649, Christoffel Davits has in my presence taken over Dirck Hendricksz from Hilverson and by handfast promised to keep the director free from all loss and damage.

Which I certify,

A. DE HOOGES, Secretary

Court proceedings, June 17 Anno 1649

Cornelis Segersz, being summoned to appear about the payment to be made to Jan van Bremen on account of the honorable director, as per his order, promises and is hereby ordered immediately to satisfy and pay Jan Dircksz in wheat or other goods of sufficient value and in case the parties have any other difference between them, they may adjust and settle their accounts with one another, and if they can not agree, exhibit the matter in court, all without prejudice to the claim of the honorable plaintiff.

Director B. v. Slichtenhorst, plaintiff, against Jan Louwerensz, defendant, being arrested and summoned to appear on this date about slander, according to the complaint of the plaintiff. *Non comparuit.* First default.

18 June 1649 — Jan Tomensz and Jan Hageman summoned by Vos for the second time, under penalty of 3 gl. Appeared, but refused to take the oath.

19 ditto — Jan Tomensz and Jan Hageman summoned for the third time, under penalty of 6 gl., to appear on Monday at 9 o'clock.

ditto — Volckert Hansz summoned by Vos to appear on the same day, or the 19th ditto, but did not appear.

21 ditto Jan Tomensz and Jan Hageman summoned for the third time under penalty of 9 gl. to appear on the 22d ditto [to give testimony?] to the truth and again summoned to appear on the 24th.

On the 22d, Jan Appel was summoned for the second time at Slichtenhorst's demand to appear on the 24th.

[36] Court proceedings, June 24 Anno 1649

The director, plaintiff, against Jan Louwrensz Appel. Second default.

Jan Haegeman and Jan Thomasz, being summoned. First default.

Jan Verbeeck has appointed this day for Gerrit Vasterick to appear in court. *Non comparuit.* First default.

June 28, 1649. Jan Dirricksz owes Peter Claes 235 gls., which money has been attached in the hands of Jan Dirricksz as security for the delivery [by Peter Claesz] of the patroon's horse and the house in as good a condition as he received them, and for the wages of Hans Vos.

This day, the 29th of June 1649, Director B. v. Slichtenhorst, in the presence of Antonio de Hooges and Johannes van Twiller, has delivered to Claes Bordingh all the writings and papers in the suit between the said Mr Slichtenhorst and Adriaen vander Donck, to deliver them faithfully to Adriaen vander Donck.

[Marginal annotation] July 22, 1649, Claes Bordingh reported that he delivered the documents to Verdonck, to wit, on July 6, 1649, early in the morning, as he came out of bed.

June 28, 1648 [1649], Hans Vos, in the name of the director, summoned Jan Appel in the colony to appear in court on July 1, 1649.

The 29th ditto, Cornelis Tuenisz van Brueckelom summoned for the second time at the request of the director to appear in court on the 1st of July.

Court proceedings, July 1 Anno 1649

The honorable director, plaintiff, against Jan Haegeman, defendant.

1 Proof is demanded that he had permission to trade beavers, powder and lead in the colony.

2 How many beavers he traded there?

3 To give security for the judgment.

Jan Lourensz and Cornelis Theunisz van Breuckelen summoned to appear. First default.

[36v] July 1. Jan Louwerensz Appel summoned again, for the fourth time, to appear here before the court on the 8th of this month.

July 3. Carsten, the Noorman, summoned on a writ of attachment at the request of de Hoogens to appear on the next court day, being the 8th of this month.

Court proceedings, July 8 Anno 1649

Aert Pietersz, being summoned to appear before the court at the instance of Domine Megapolensis, as attorney, to state whether he is willing and intends to fulfil his promise to a certain woman, named Blancke Ael,[1] Aert Pietersz says, Yes, and promises to have himself legally united to her in matrimony at the first opportunity.

Jan Louwerensz being summoned for the fourth time on a warrant of attachment, makes no answer, much less purges himself of the charges against him, but requests judgment.

Carsten Carstensz, being summoned, *non comparuit.* First default.

The honorable director asks for the last time citation and then peremptory sentence in the matter of Jan Appel.

Claes Gerritsz states here before the court that he pays no regard to the sentence of December 17, 1648.

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[1] Literally: Fair, or light-complexioned, Alida.

On the 8th instant Jan Appel was summoned in the colony to appear again or once more before the court on the 15th.

July 12, Broer Cornelis was cited to appear before the court on the 15th.

The 12th ditto, Jacob Aryaensz *Ramaecker* was cited to satisfy the judgment against him for the payment of the rent for the year 1648. Also that on account of his fisticuffs with Cornelis boer[1] on the island on June 20, 1649, in the presence of witnesses.

[37] Court proceedings, July 15 Anno 1649

The honorable director issues an attachment against Jacob Aryaensz *Rademaecker* to satisfy the judgment and pay the rent for the year 1648, and to satisfy the plaintiff in regard to the fine to be paid for fighting with Kees de boer on June 20, 1649, in the presence of witnesses.

The director, plaintiff, against Teunis Dircksz, defendant, about the rent of the brewery. First default.

Christoffel Davits admits here before the court that he loaned the horse which perished to Thomas,[2] a mason and an Englishman.

The honorable court, having heard and read the complaint of the director of this colony against Jan Louwrensz Appel and finding that Jan Louwrensz was summoned four or five times, but has not brought in any formal answer and only asked that sentence should be pronounced. And whereas he has as yet not brought forward any proper defense and seems tacitly to admit the charges, the honorable court have decided, as they decide hereby, that if Jan Louwrensz does not purge himself on the next court day of the charges brought by the director, he shall be condemned to pay the lord's highest fine and all the costs of the suit incurred according to the declaration to be made

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[1] Cornelis Segersz van Voorhout, farmer on Castle island.
[2] Thomas Fairfax.

thereof and if he does not appear and properly purge himself of the charges, he shall be declared in contempt.

[37v] Whereas the honorable director has caused Teunis Dircksz to be summoned to appear on account of the receipt of the payment of the rent of the brewery and he has failed to appear, the director is authorized, upon condition of giving security, to levy on the property of Mr Abraham Staas and Pieter Hertgers for the balance of the aforesaid rent.

Copy

We, Abraham Staas and Jacob Jansz Stol, acknowledge that we become bail, each one separately, for the appearance of the wife of Sander Leendersz, in the action brought by Director Slichtenhorst according to the written summons read to her, dated July 16, 1649, submitting ourselves to the judicature of the colony of Rensselaerswyck, each in the amount of ten hundred guilders. Witness our hands, this 16th of July 1649. Including herein Margariet Willems.

Was signed: Abram Staas
Jacob Jansz Stoll

Tys Pietersz is ordered to repair within the space of twenty-four hours after the service of this notice to the house of the honorable director, to receive there instructions with whom he is to stay according to his contract, under the penalty of six guilders for the first failure to comply with this order, and in case he refuses, he shall be forced thereto by writ of execution.

Order is also issued to Broer Cornelis to refrain from lodging or harboring him.

This 31st day of July 1649. Jacob Jansz van Stoutenburch having been summoned under a writ of attachment to appear on the 2d of August of the same year to acknowledge or repudiate his mark affixed to the lease, dated May 5, 1649, and the appraisal of the goods on the Vlackte, amounting to fl. 1426, and whether he did not accept the aforesaid goods according to

the specification thereof in the presence of the director, Domine Megapolensis and other witnesses, he is asked to give security for one year's rent and the amount of the appraisal, or else to enter into custody.

Jacob Jansz acknowledges his signature to the deed and that he took over the aforementioned goods according to the appraisal.

[38] The director of the colony of Rensselaerswyck being bound under the contract with Claes Segeresz to deliver to him, at the commencement of his lease, the land of his farm in condition to be cultivated by him and finding thereon ten morgens seeded with winter wheat, Claes Segersz shall next winter make compensation for the seed grain and the labor and expense which have gone into it, and at the end of his lease leave the stubble on the land, according to the contract. Done in the colony of Rensselaerswyck, primo August Anno 1649.

Was signed B: v: Slichtenhorst
A: de Hooges, witness

July 16, Director Slichtenhorst served notice on Jacob Jansz Hap, and August 2, 1649, on Sander Leendertsz, Frerick Lubbertsz, Cornelis Jansz, Harmen Dousz, skippers, not to take any colonists with them to the Manhatans or out of the colony without his, Slichtenhorst's, consent. The 6th ditto the same notice was served on Aryaen Bloemert and Jan de Caper.

August 10, 1649, Cornelis Segersz summoned by Slichtenhorst on the part of Gysbert [Adriaensz] to appear on the 12th ditto.

11 ditto 1649. Willem Juriaensz being summoned to appear because he accused Jacob Jansz Stol in public of being a whoremonger and Stol's [wife] of being a whore, which led to a fight, the plaintiff demands that the defendant be condemned to pay a double fine; *cum expensis.*

[38v] The honorable officer, plaintiff, against Cornelis Segersz, defendant.

Cornelis Segersz being summoned to appear on the 12th ditto, being an extraordinary court day, to answer the complaints made to the officer by Gysbert Adriaensz and his brother, because the defendant, last Sunday, without any reason, much less excuse, suddenly struck Gysbert in the face with a glass and severely wounded him, not only cutting a deep gash, but also severing some arteries, which is lethal;[1] and whereas the defendant heretofore has more than once, both by word and deed, committed such outrages and is in the highest degree punishable; therefore, the plaintiff demands that he be condemned to pay double the fine of 300 guilders, in accordance with the ordinance of Amsterdam or the Manhatans, and that in addition he be arbitrarily punished as an example to others. Also that the defendant furthermore be condemned, in accordance with the complaint, to pay the costs of the extraordinary session of the court, all *cum expensis.*

Whereas Cornelis Segersz on August 1, 1648, ventured in the presence of Arent Andriesz, Poulus Noorman and the servant of the aforesaid Arent to accuse Jan Baerentsz Poest in public of being a rascal and the biggest liar in the colony and agreed to prove it by several witnesses, and upon examination in court by Officer Slichtenhorst repeated the assertion and on the 3d of the same month, being again questioned in court, was obliged to retract his statements and deny his accusations; and whereas the defendant in a similar way defamed the person of Councilor Vos, as shown by the minutes of the court of October 8, 1848; therefore, the plaintiff demands that the defendant be condemned to pay for each offense the sum of fl. [25?], two thirds to go to the poor and one third to the plaintiff, all *cum expensis.*

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[1] *twelck letael is.*

[39] Extraordinary session on account of vacation
August 12 Anno 1649

Cornelis Segersz asks for a copy of the complaint.[1]

[The court] having seen the signature subsequently added on the same paper to the lease of the other farms, which signature Cornelis Segersz before us acknowledges to be his and whereby he binds himself under the aforesaid contract, he is hereby ordered to observe the same and especially to have the buildings on the farms rented by him appraised by neutral carpenters, in accordance with the aforesaid contract, for which one carpenter shall be chosen by each party, that is, one on the part of the patroon and one on the part of Cornelis Segersz. And in case Cornelis Segersz should oppose this and act contrary to his own signature subscribed in the first place, he shall be liable to pay the loss which the patroon shall suffer thereby, the court to proceed further against him according to law.

The honorable director, plaintiff, against Willem Jeuriaensz, defendant. First default.

August 12, 1649. Cornelis Segersz summoned for the second time to appear this day week, being, the 19th of this month.

Court proceedings, September 2 Anno 1649

[Christoff]el Davits, plaintiff, against Thomas [Fairfax], Englishman, defendant.

[ ] being asked for the second time [ ] in the presence of [ ] [ ].

[39v] Court proceedings, September 9 Anno 1649

Cornelis Segersz is granted a lot in the *byeenwooninge* (hamlet), near the first kill, on the same terms as other free men, commencing next Easter.

[1] In the margin is written: Corn. Segersz being cited by the honorable director and asked in court whether he would not allow the houses and the land to be appraised, he said, No, and the buildings should not be appraised as high as the amount they had actually cost. Whereupon it was ordered as shown [in the record].

[In the margin is written:] Canceled December 30, 1650. Likewise, Abraham Staas.

Andries de Vos becomes surety for [the satisfaction of the judgment in] the action [for the recovery of the loss] of the horse entrusted to Christoffel Davits, which was drowned.

Whereas Thomas . . .,[1] the Englishman, requested that Christoffel Davis should furnish surety for the satisfaction of the judgment (as he has done), on condition that he also would furnish surety (as he promised to do), and now, appearing, produces none, it is ordered hereby that on account of the aforesaid contumacy he shall be taken into custody by the honorable director and his goods placed in safe-keeping. *Cum expensis.*

Whereas Tomes . . .,[1] the Englishman, has fled from the colony to the fort (Director Slichtenhorst having made efforts to carry out the above order on the date above written, but he having run away and escaped into the aforesaid fort, the aforesaid director on the 13th instant and again on the 14th called on Mons. Laberte,[2] as the person in command of the said fort, and requested the aforesaid Labete to arrest said Tomes's person and attach his goods in order to carry out the aforesaid order of the honorable court, and handed him the judgment to comply therewith in all its parts, according to the order of Mr Stu[v]esandt, which he agreed to do in the presence of said Slichtenhorst and Tomes himself.

[40] Copy

This day, the 3d of June 1649, Adriaen vander Donck and Jan Louwerensz Appel, having been requested by B. v. Slichtenhorst, director of the colony of Rensselaerswyck, of the one part, and Evert Pels of Statyn and Rut Jacobsz, as sureties and bondsmen of and in the name of Jacob Aertsz, wagoner, and Jacob Adriaensz, wheelwright, of the other part, [to act as referees] in the dispute which they, to wit, the wheelwright and

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[1] Blank in the original. His name was Fairfax.

[2] Jean Labatie.

the wagoner, had with the director of this colony as plaintiff on account of certain offenses committed by them, and the matter having by both sides been placed completely and entirely into the hands of the aforesaid Adriaen vander Donck and Jan Louwerensz Appel, they have in all conscience and after a careful examination of all that is to be taken into account decided and concluded that inasmuch as their offenses are inexcusable each of the persons shall for himself pay to the plaintiff the hereinafter specified fines, to wit: fl. 50—, that is to say, the wagoner fifty guilders and the wheelwright fifty guilders, each.

Also, for expenses, each shall pay:

to the plaintiff	fl. 8–
to the secretary	8–
to Hans Vos	7–

All of which we consider to be right and proper. Furthermore, in the interest of the administration of justice, by way of honorable amends, the delinquents shall appear in court and there acknowledge that they have done wrong and have fallen into error through ignorance and drunkeness, praying the court to forgive them.

Thus done and concluded in the colony of Rensselaerswyck, on the date above written, and in witness of the truth subscribed with our usual signatures. Was signed: Adriaen vander Donk, Jan Louwrensz Appel.

Agrees with the original,

Which I certify,

A: DE HOOGES, Secretary

A copy hereof shall be delivered to each without charge.

[40v] Copy

This day, the 4th of June 1649, we, Adryaen vander Donck and Jan Louwersen Appel, have been requested by B. v. Slichtenhorst, director of the colony of Rensselaerswyck, of the

one part, and Evert Pels of Statyn,[1] of the other part, to settle a certain question at issue between them in the court, said matter at issue being completely and fully, just as it stands, placed into our hands and absolutely referred to us, the aforesaid Adriaen vander Donck and Jan Louwerensz Appel; whereupon, after mutual examination and consideration of the same, we have found and decided as follows:

First, in regard to Claes Tyssen, Evert Pels shall restore to the honorable director within the space of eight days the 26 guilders which the director paid to Claes Tyssen and for the loan of the money pay to the director the sum of fl. 1 – 16. Furthermore, for the notice served on Klaes Tyssen, his servant, Evert Pels shall for certain reasons pay to the honorable director the sum of..... fl. 4

For summons served there by the director.... fl. 3 – 4
To de Hoogens, for writing..... fl. 2 –10
To Hans Vos for citation..... fl. 1 –16

Thus done and ratified by us as regards the matter of Claes Tyssen.

As to the matter of Tomes Jansz it is decided that Evert Pels shall pay to the Hon. Director B. v. Slichtenhorst the sum of ten guilders, once, for costs and expenses. Finally, Evert Pels shall pay to the officer, once for all, the sum of fl. 10, on condition that the director shall not trouble said Pels or his people any more, provided Evert Pels pays as above written within the space of eight days. Thus done to the best of our knowledge and decision in the colony of Rensselaerswyck, on the date above written. And was signed: Adryaen vander Donck, Jan Louwerensz Appel.

I certify that the foregoing agrees with the original

A: DE HOOGES, Secretary

[41] This day, Tuesday, September 21 Anno 1649, Jan Dircksz van Bremen complains to the honorable director about an

[1] Stettin, Germany.

assault committed upon him on the public road near the house of Willem Teyller by Dirck Hendricksz from Hilversom and requests that justice be done in the matter.

The plaintiff was cut with a knife from the right to the left side of his lower lip, from the upper corner down to his chin, so that the right side [of his lip] hangs down loose.

He says that to the best of his knowledge the Croat[1] stabbed him with a knife through his sleeve, from the side, and that on his turning around Dirck gave him the cut. That thereafter the Croat and Aert Aertsz attacked each other with knives and that subsequently Dirck aforesaid wounded said Aert.

[In the margin] This day, November 29 Anno 1649, Aert Aertsz acknowledges and confirms this declaration which was sworn to.

Quod attestor, A: DE HOOGES, Secretary

Information taken by the director from the mouth of Franz Jacobsz, bachelor, about 17 years old

Declares that Claes Andriesz from Hilversom, about midnight, between the 20th and 21st of October 1649, lay sleeping in the Greenen Bos, down on the river bank, before the house where Evert Pels lives, and that Jacob Lambertsz two or three times in succession rolled down from the upper part of the bank over the body of Claes aforesaid, who, being awakened thereby and angry, struck said Jacob on the head, first with his fist and then with a stone, in such a way that Jacob fell. Getting up again, Jacob ran up the bank and got a knife with which he approached Claes, saying, after he had sharpened the knife a couple of times on the ground, Now stand your man! Whereupon Claes, seeing this, came up the height and struck Jacob, who cut Claes several times across the body with the back of the knife . . .

[Note in the margin:] [Clae]s says that . . . de Goojer . . . the presence . . . has . . .

[1] Abraham Stevensz.

[41v] November 12. Cornelis Segersz, or Claesen, has on his own authority slaughtered an old cow, for which he is summoned to appear on Thursday next.

Extraordinary session, the 15th day of November Anno 1649

In consideration of the high prices of foodstuffs and all that appertains thereto and consequently of all commodities, as is daily shown, Monsr. Arent van Curler is granted six guilders a week for board of the mechanics who do any building or other work at the patroon's expense on the farm called " de Vlackte," the same being hereby also granted to all others who furnish any board at the proper expense of the patroon.

Court proceedings, November 18 Anno 1649

Copy

The Honorable Slichtenhorst, director of the colony of Rensselaerswyck, will please issue an attachment against Willem Menten on the Vlackte for the sum of two hundred and twenty-eight guilders, thirteen stivers (fl. 228–13–).

Actum, October 18, 1649. Was signed: Adriaen Jansz van Leyden.

Agrees with the original,

A: DE HOOGES, Secretary

Attached and cited on the above mentioned court day by Director Slichtenhorst.

[42] Date as above

Evert Pels and Willem Fredericksz summoned by Director Slichtenhorst in regard to the rent for the farm formerly occupied by Cryn Cornelisz and the mill formerly used by Jacob Flodder, for which he is to give security according to the contract of the farm and the mills.

Willem Fredericksz, appearing, acknowledges that he leased

the farm for fl. 400 in addition to the tithes and the *toepacht*[1] and the mills together for fl. 125 a year. Furthermore, as to the wheat of Pieter Teunisz, that they received this at fl. 55 the *morgen*,[2] no more *morgens*, no more pay. Evert Pels, first default.

Adriaen Jansz, plaintiff against Willem Mynten, asks sufficient security for [vacating] the attachment. Willem Menten, first default.

Cornelis Segersz. First default.

Upon the petition of the honorable director in the matter of Michiel Jansz, it is appointed that the former judgment shall be enforced and he is ordered once more to bring in his account, accompanied by vouchers properly signed by sureties, in [the beginning?] of April Anno 1650, or sooner, under penalty [of final judgment] by default.

Notice was served on Toenis Dircksz the 22d of November 1649.

[ ] November 1649 . . . [Remainder of page destroyed.]

[42v] Court proceedings, December 2 Anno 1649

Willem Menten admits that he owes Jan Lourisz the sum of 228 guilders.

Baerent Pietersz summoned by the director.

Ordered that each one shall mark his bags and that Baerent Piertersz shall despatch each one's business as soon as possible, in order that no more complaints may be heard.

December 8. Juriaen Westval and Jochem Ketelheym summoned to appear on the 16th of this month. December 16, first default.

9 ditto. Evert Pels and Willem Fredericksz summoned likewise. December 16, first default.

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[1] Something in the nature of a quitrent, generally paid in kind, to which Director van Slichtenhorst was entitled. See *Van Rensselaer Bowier Mss*, p. 762.

[2] 1 *morgen* = 2 acres.

9 [ditto]. Beernt, the miller,[1] summoned likewise. December 16, first default.

December 13 Anno 1649

Gerrit van Wencom declares that a certain Mahican, whom he [found] at [Aer]t Jacobsz's, at Bethlehem, on Wednesday, the 8th of December 1649, [said Indian] being quite drunk with anise water, assaulted and fell upon him in cold blood and almost strangled him, in such a way that his head was extremely swollen, but that he was accidently released by another Indian. ..... Aertsz and Hans Vos declare .... last week... [Remainder of page destroyed].

[43] They declare also that the strong liquor was sold to the Indians by Aert Jacobsz by wooden bowlfuls and tapped to them in large quantities, the wine being mixed with water, but that Aert aforesaid was unwilling to tap to any one, among others to Gerrit van Wencom, who did not have ready money, saying that he would have nothing to do with that, not even in case of the director, so that Aert Jacobsz came back empty handed. And that Aert Jacobsz said that for a gill of wine (mixed half and half with water), he could get eight stivers from the Indians.

The aforesaid deponents have confirmed and corroborated the foregoing by the clasping of hands with the director, instead of by oath.

Quod attestor,

A: DE HOOGES, Secretary

This day, the 14th of December Anno 1649, the director and commissioners have sold to Ruth Jacobsz a black stallion of 10 years and a bay gelding of 8 years, both for fl. 225, and for pasturing each horse [he is to pay] yearly fl. 8.

[1] Barent Pietersz Coeymans, referred to above.

Court proceedings, December 16 Anno 1649

Willem Teyller declares that Thomas Chambers on the 21st day of November 1649, on the bridge of the [fort], being drunk, committed assault . . . [Remainder of page destroyed].

[43v] Extraordinary session, December 17 Anno 1649

Jacob Hevick, appearing this day before the court upon the [summons] of the director, in regard to some boards of the honorable patroon which were missing and which the director informs us for certain he saw at his house, admits here that some time ago and again to-day he offered to settle for them with the aforesaid director.

The commissioners, basing their action on the ground of the aforesaid offer of settlement, which no innocent person would have made, upon the director's proposal order in the first place his arrest and, secondly, that proceedings be taken against him according to law, all with costs.

Extraordinary session, December 18 Anno 1649

Examination of Jacob Hevick

Jacob is asked what has become of the old boards which a short time ago were lying near his house and which now are gone?

Answer: They are lying in the yard.

Is asked whether he carted or carried them away?

Answer: He carried them away.

Is asked: [By day or] by night?

Answers: [Remainder of page destroyed].

[44] Is asked where he obtained the 16 new boards lying near his house?

Answers: 2 from Crynen
2 from Casteels island
12 from the Mill Kill

Is asked what he paid for them? Answers: Nothing.

Is asked: By day or by night, namely from the Mill Kill? Answers: By night.

Question: In what manner? Answers: With a canoe.

Is asked: From where? Answers: From the strand, where the other boards are lying.

Is asked who helped him? Answers: He did it alone.

December [22] 1649, Rut Jacobsz has taken the oath as member of the council (*raets vrundt*), the oath being administered by the director in the presence of the commissioners.

[44v] Extraordinary session, December 20 Anno 1649

[Blank space]

Mr Rutger Jacobsz took his oath as councilor on the 22d of December.

Extraordinary session, December 22, 1649

Two qualified arbitrators having been chosen in the matter of Jacob Hevick, to wit, Andries de Vos and Rutger Jacobsz, they have (as the result of arbitration and with the consent of the director according to previous conclusion) decided before the honorable court of this colony, in the first place, that Jacob Hevick shall restore the stolen property, or the value thereof, to the person from whom he stole it. Furthermore, that he shall pay to the honorable director a fine of seven guilders and two beavers, in addition to the costs of convening the court in extra session, according to the order [ ] and otherwise by declaration [ ] [ ] fifty guilders [ ] [ ] thanks the gentlemen for [ ]

[Remainder of page destroyed].

[45] Memorandum. In the beginning of October 1649, the director and commissioners decided to exchange some of the honorable patroon's stallions for mares of Mr Arent van Curler, *pro rata*, according to the value of each, which was afterwards done.

October 5, the patroon's sheep were sold to Mr Stuyvesant, for the reason that the wolves daily destroyed many of them and this bait also resulted in the loss of some calves.

About the same date, the director and commissioners, on the earnest presentation of Mr Stuyvesant, presented a mare, on condition of receiving in return at the first opportunity a Curaçao mare, the first foal of which, or the value thereof, is promised to his son.

September 22, a stallion was sold to Andries de Vos for fl. 50. This stallion had an accident happen to its scrotum whereby it lost much blood, not without danger to its life, for which reason it was sold at so low a price.

Court proceedings, December 30, 1649

Evert Pels acknowledges his signature to the contract of the farm formerly occupied by him and agrees to render his account within 14 days.

[ ] security for the farm . . . [remainder of the page destroyed].

[45v] Copy

Aert Jacobsz: Deliver to Jan Reyersz, the bearer hereof, the extra heifer which you have. It will be accounted to you for good delivery and be deducted from the number [of animals] in your possession. In the colony of Rensselaerswyck, this 27th of December Anno 1649. And was signed: B. v. Slichtenhorst.

Lower was written:

Aert Jacobsz is ordered once more to deliver the said heifer to the aforesaid person, under penalty of forfeiture of three

guilders for each day's delay after sight hereof. R-Wyck, the 30th of December 1649. And was signed: A. de Hoogens, by order as above.

Certified by me, as director,

B. v. SLICHTENHORST

[Note in the margin:]

Picket[1] declares in the presence of the director, Mr Hoogens and Monsr. Verbrugge and in his house that Aert Jacobsz and his wife said to him and Jan Reyersz, when lately they went to get the aforesaid heifer and after they had first shown the order from the director and the commissioners, that they did not care a rap for a such a little note and, furthermore, that when Picket wanted to untie the aforesaid animal and could not undo the rope, the wife of the said [Aert] forcibly prevented him from using his knife and grabbed the knife with which Picket intended to cut loose the animal.

1650, January 10. Abraham, otherwise called Crowaet, summoned to appear on the 13th of this month.

The 11th ditto, the director arrested Jacob van Schermerhoorn in the colony on account of assault committed upon him in his own or the patroon's jurisdiction and summoned him to appear on the 13th of January. First default.

The 11th ditto, Cornelis Segersz was likewise summoned by the director to appear on the 13th, on account of an assault committed upon him. First default.

The 13th ditto, Hans in Cluys[2] was summoned to appear on the 20th of January to make payment and to state whether he stands by what he said to the wagoner[3] in the presence in the presence of Tomas Koeninck's wife and others. First default.

The 13th ditto. Van Es summoned again to appear on the next court day, to wit, the 20th, and forbidden to tap according to the ordinance and the ordinance read to him in the presence

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[1] Michel Picquet.
[2] Hans Jansz, from Rotterdam, also called Eencluys.
[3] Aert Jacobsz.

of Messrs Rut Jacobsz and Goesen Gerritsz, and he promises to appear in 14 days.

The 14th, Abraham Crowaet summoned the second time, the notice being served on [Louwerns Jansz?] in whose house he lives.

Louwerens also summoned to appear on the [ ] ditto, to give testimony [ ] having tapped wines [ ]

Tomes Compeer,[1] to whom notice was served there as above.

Baernt, the miller,[2] [ ]

[Remainder of page destroyed].

[46] Copy

Any one desiring to lease [one of] the following places is to repair two weeks from next Monday, being the 31st of January 1650, to the house of Gysbert Cornelisz, tavernkeeper, [where] on such terms as shall then be read [will be offered]:

Casteels island, as a whole, heretofore used by Cornelis Segersz.

Also, the farm of Jan van Bremen, and about six morgens of land used by Cristoffel Davits and Cryn Cornelisz.

Also, two millstones, to be sold to the highest bidder

Pass it along!

Copy

Annual notice is given hereby that no one who is in arrears to the patroon as to rent shall undertake to remove any grain, or boards, or other effects, or in the spring send them away in any vessels, under penalty of forfeiting the grain or effects thus sent away and of paying in addition a fine of twenty-five guilders. Neither shall any skipper knowingly venture to transport any such goods, under the penalty above mentioned, nor transport any such persons under the penalty provided by the ordinance by the Hon. General Peter Stuyvesant.

May every one guard himself against loss.

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[1] Thomas Higgins.

[2] Barent Pietersz Coeymans.

January [ ] Aernt at Betelhem [Bethlehem] to pay [ ] rent, as well as the rent for the year 1649 . . . [Remainder of the page destroyed].

[46v] Interrogatories on which is to be examined under oath Stintgen Peters, the wife of Louwerens Jansz, living on the farm of Aryaen Huybertsz

First, her age. Declares: About 40 years.

1 Whether she, the witness, on New Year's eve, did not have some people in her house, to wit, Baernt, the miller, and his brother, Lucas, Abraham, otherwise called Craewaet, Tomes Compeer, Englishman, Peter de Goyer, and Tuenis, the servant? Answers: Yes.

2 Whether in the fore part of the night, at about 2 o'clock in the morning, there were not two shots fired before her door? Says, she heard it, but was in the barn to milk the cows.

3 Also, which persons did the firing? Says, that she does not know exactly.

4 Whether, at the aforesaid firing Hans Vos did not come to her house, as one could not tell what it meant, whether it was done by friend or enemy? Answers as [stated] in the question.

5 Whether Baernt, the miller, and his brother did not try to hit Hans Vos, who was sent there by order of the director and whether Aryaen Huybertsz and the wife of the said Says, that she was then already in bed.

Baernt did not try to prevent it?

6 Whether Beernt and his brother tore Hans Vos's baldric from his body and to pieces?

Answers as above.

Also, whether Beernt, after the witness had gone to bed, did not get [six] sausages from the garret, that the same fell . . . so that she, the witness, ran out of her bed and [recovered] some pieces of the six sausages [and pulled] another piece out of Beernt's [hand]?

Answers in accordance with the question.

[47] Court proceedings, January 20 Anno 1650

As to the affairs of Jacob Hevick, as something, or so much as shall appear to the honorable patroon by lawful account, is due him from the patroon, the amount thereof, subject to the patroon's decision, is for the present deducted from his debt.

Abraham Stevensz admits that on New Year's eve, 1650, he fired twice at the house of Adr[i]aen Huybertsz.

January 29, 1650

Teunis Cornelisz acknowledges that he surrendered his lease of the farm to the director on January 27, 1650, which the director accepted on condition that he must pay [what he owed].

Teunis Cornelisz answers that another house was promised him and that the present one is not habitable on account of the smoke, which sometimes makes it necessary for him to lead his wife outdoors, and that he gave it up on that account.

The director answers that Steven Jansz called on his honor

and told him that the lumber was not yet all near the [house], which Theunis Cornelisz admits, but he says that the building need not have been delayed on that account.

[47v] Court proceedings, February 3, 1650

Abraham Stevensz has this day leased the meadow (*Valeye*) behind the farm of Broer Cornelis for one and a half beavers a year, on condition that all expenses shall be borne by him, and this for the period of four or five years.

February 17, 1650

The director, for his charges in connection with the misdemeanor committed by Abraham Stevensz Croaet in shooting during the night, is granted, in accordance with his bill, forty guilders, once, which the said director is to levy by execution.

Hans Vos is granted by the court the sum of one hundred guilders for his supervision during the past year at the house of Cornelis van Es and Pieter Claesz, for which execution may be had against van Es, as surety, on condition that he be given two weeks' notice.

[48] Cornelis van Es and Teunis having been summoned to appear on the date above written, the first default is entered against them.

Hans Vos is granted by the court the sum of eight guilders for having in the name of the patroon, at the peril of his life, pursued the fugitive, Harmen vanden Bogaert, outside the limits of the colony.[1]

Know all men by these presents that the honorable director and commissioners of the colony of Rensselaerswyck of the one part and Tuenis Dircksz van Vechten of the other part intend to sell to the highest bidder the brewery in the Grenen Bosch, to

[1] See resolution of the director general and council of New Netherland of February 8, 1648 (*N. Y. Col. Mss*, 4:360). See also J. H. Innes, *New Amsterdam and its People*, p. 68–71.

wit, the house, caldron, vat, tubs and whatever else pertains to the brewery, as it shall be found on the day of sale, when the conditions as set forth in the inventory will be read. Those who are interested are to repair Monday week, being the 7th of March anno 1650, to the house of Gysbert Cornelisz, tavern-keeper, and there, having heard the conditions, to seek their advantage.

Pass it along!

February 26, 1650, Mons^r^. Verbrugge in the name of the Hon. General Peter Stuyvesant [protested against] the taking possession of Catskil.

Cornelis Segersz and Aert Jacobsz of Betelhem summoned [ ] February 1650.

[One or two lines destroyed].

[48v] Court proceedings, March 3, 1650

Resolved that Cornelis Segersz, pursuant to the ordinances of May 31 and June 10, 1649, shall pay to the director for the benefit of the patroon, within the space of three weeks after the date hereof, the 200 schepels of wheat attached, or the value thereof in merchantable goods, under penalty of peremptory execution, on condition that the director give security and a receipt therefor.

[Notes in the margin:] "The 200 schepels of wheat of Cornelis Segersz, by way of memorandum." "This judgment was read to him in court."

Resolved that Cornelis Segersz's account shall be examined, whatever is wrong to be rejected and what is right to be accepted, and that the matter at issue shall then be referred to the honorable masters, on condition that Cornelis Segersz furnish surety for the payment.

[Note in the margin:] "This was also read to him in court."

The director, plaintiff, against Jacob Flodder, defendant.

The director demands that Jacob aforesaid, for having wounded Poulus, the Noorman, in the head with a tankard, be fined fl. 300, according to the ordinance.

The defense of Jacob and Poulus is put over until [a week?] from this day.

[49] The director, plaintiff, against Christoffel Davits, defendant:

For having hit Ryck Rutgersz on the head with a post; double fine;

For having beaten his servant black and blue; same fine as above;

For having struck Jan van Bremen on the head with a tankard, making two wounds; fl. 300.

Jeuriaen Bestval acknowledges his signature to the contract.

Thomas Fairfax is ordered to furnish surety within two weeks from this day for the judgment in the action brought against him by Christoffel Davits.

Gysbert *aende Berch* [1] promises within two weeks to furnish surety for the rent of his farm and to pay as much as possible.

Jacob Lambertsz is warned once more to pay his fine to the director within the space of two weeks, or to furnish two sufficient sureties.

[49v] March 2, 1650. Vos attached all the grain on the Hoogen Berch.

9 ditto. All the grain on the farms of Tunis [2] and Jochim [3] attached by Vos.

9 ditto. Dirck de Goyer [4] summoned to appear on the 17th ditto.

15 ditto. The director attached all the grain of Cornelis Segersz, both thrashed and unthrashed.

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[1] Gysbert Cornelisz from Breuckelen, so named from the farm called the *Berch*, or the *Hooge Berch* (the High Hill), occupied by him.

[2] Teunis Dircksz van Vechten.

[3] Jochem Kettelheym.

[4] Dirck Hendricksz, from Hilversum, in the Gooi, province of North Holland.

Court proceedings, March 17 Anno 1650

Those who hold under a lease any property of the patroon, whether farms, mills, or other [property from which they receive] emoluments, must sign the lease within the space of three weeks after the notice is served, on pain of being deprived of the lease.

All those who heretofore have held any property in common with the patroon and afterwards have kept the farm implements, household effects and other property for their private use, contrary to all law, are ordered hereby to deliver a correct inventory thereof within two weeks from the date of service of the notice and to confirm the same by oath, after which both sides shall choose impartial persons to make an appraisal.

[In the margin is written:] March 21, 1650, notice was served on Toenis Dircksz and Broer Cornelis.

Jan Reyersz offers himself as surety for Ryck Rutgersz for the fulfilment of his contract in all its parts.

[50] The director is granted permission and hereby urged to arrest de facto and take into bodily custody one Dirck de Goojer, the court being ready to hear the director's complaint against him. Likewise, Claes[1] and Jacob Lambertsz, his comrades.

This day, Mr Carel van Bruggen, assisted by Pieter Prins and Jan Labatie, as witnesses, has delivered to the director a protest against claiming title to Catskil.

Jacob Flodder says here [in court] that Poulus called him a rascal, for which he is fined by the director.

Claes Segersz and Jeuriaen Bestval offer themselves as sureties for the payment of three years' rent by Gysbert Cornelisz *aende Berch* and confirm this by the clasping of hands.

Jacob Flodder denies that the director saw him drinking at the house of Gysbert Cornelisz, tavernkeeper, on Sunday morning, December [13?] 1648.

The director, Jacob Flodder and Poulus, the Noorman, submit their differences for final decision to the commissioners and councilors of this colony.

[1] Claes Andriesz.

Ryck Rutgersz acknowledges that he sold to Jacob Flodder the lumber which is ready for the house or barn.

[50v] Extraordinary session, Friday, March 18, 1650

Personal confession of Claes Andriesz of Hilversom

He admits that on July 16, 1649, he struck at Hendrick Driesz [1] with a knife.

He denies [2] that on September 20, 1649, he drew a sheath instead of a knife across the director's body.

He denies that Steven Jansz shut the door in his face.

He admits that he treated the director insolently on the public road between Thomas Jansz's and Gysbert's and asked the director what induced him to summon him, but says that the director asked him first why he had not appeared.

He denies that he challenged his master, Jan Baerentsz, but admits the challenged Steven Jansz once, but did not draw a knife.

He denies that on September 20, 1649, he ran after Jan van Bremen.

He admits that on January 31, 1650, he struck Gysbert *aende Berch* on the forehead.

He admits that he asked Steven Jansz whether he had been yet to the director's, whereupon Steven replied, Yes, and he then said that he [the director] might speak to him about it if he chose.

He denies having challenged Steven Jansz with a knife on February 20, 1650.

[In the margin is written:] March 26, 1650, he begged forgiveness on his knees.

[51] Confession of Dirck Hendricksz of Hilversom

He admits that on July 12, 1649, he unhitched one of the patroon's horses which was tied near the patroon's house and

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[1] Hendrick Andriesz, from Doesburch.

[2] *bekent* (admits) is changed to *ontkent* (denies).

rode it into the Casteels island creek, with the result that the horse was drowned under him.

He denies having slandered the director on December 19, 1649. [In the margin is written:] Hans Vos testifies that he did.

He denies having practically prevented Jan van Bremen before the door of the barn of Evert Pels from taking a horse out of the barn.

He acknowledges having entered into a contract with the patroon and also that on his own authority he left the service.

He says that Adriaen Huybertsz on Shrove-Tuesday invited him to his house out of friendship and that he did not seek trouble.

He denies that Thomas Chamber struck him or that they grappled with each other.

He admits that on September 20, 1649, he ran after Jan van Bremen and Aert Otterspoor and cut said Jan Dircksz with a knife.

Dirck declares that Jacob Lambertsz took Claes Andriesz, who lay sleeping on the river banck near the house of Evert Pels, by the arm and rolled with him down the bank, whereupon Claes struck said Jacob with a stone and that thereupon Jacob went to get his knife and wounded said Claes.

[51v] Extraordinary session, March 19 Anno 1650

Gysbert Cornelisz, tavernkeeper, and Pieter Prins declare that the savages, who some time ago made the disturbance before the patroon's house, had come over drunk from the other side.

Extraordinary session, March 21 Anno 1650

Dirck Hendricksz declares that Croaet, last fair day,[1] held a knife in his hand while grappling with Aert Aertsz. He says that Jan van Bremen and Aert did him no harm at the time.

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[1] *kermis;* generally referring to the Amsterdam fair, which according to New York Colonial Mss, 1:268, came in 1641 on September 22. In this case, however, according to the minutes, September 21, 1649,

Extraordinary session, March 22 Anno 1650

Andries Herberts offers himself as surety for Thomas Fairfax in the action brought against him on account of the horse that was drowned.

Cornelis Teunisz van Westbroeck binds himself as surety for Jacob Lambertsz, to wit, in the sum of fl. 83, due of old, which he promises to pay within three weeks.

Goossen Gerritsz binds himself as surety for Jacob Lambertsz, to wit, in fl. 150, the amount determined upon by composition.

[52] Croaet says that Jan van Bremen and Aert Otterspoor last fair day did him no harm. Croaet admits having drawn a knife on Aert; but says that Aert drew his knife first.

Upon the director's request that Croaet [be ordered to] give bail, consent is given, on condition that Jan van Bremen and Aert likewise give bail.

Extraordinary session, March 25 Anno 1650

The case of Claes for definite reasons adjourned until to-morrow, in order with God's help to dispose of it if possible.[1]

[52v] Extraordinary session, March 26 Anno 1650[2]

In the matter of several serious misdemeanors of Claes Andriesz from Hilversum.

On the very urgent prayer of his master, Jan Baerentsz

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is intended. It would be interesting to know whether as early as 1649 a fair was actually held in the colony. It may in this connection be observed that an act passed on November 11, 1692, provided "that there be held and kept in the City and County of Albany, two ffairs yearly the first ffair to be kept at Albany and to Commence the third Tuesday of July and to end on the fryday then next following being in all four days inclusive and no longer and the second fair to be held at Crawler [Craloo] in Renselaer Wyck on the third Tuesday in October, and to end on the ffryday following being in all four dayes inclusive and no Longer." *Colonial Laws of New York*, 1:298. See also ordinance of March 10, 1648, in *Laws and Ordinances of New Netherland*, p. 89.

[1] In the margin is written: March, summoned late." The rest of the page is blank.

[2] Also printed in *Van Rensselaer Bowier Mss*, p. 731–32.

Wemp, and his wife, and perceiving the great need of the same, the honorable members of this court are moved to decide as follows, but upon the express pledge of the delinquent.

1st. That he, Claes Andriesz, shall not enter any tavern of this place to drink beer, wine or distilled liquors.

2d. That he shall promise under oath that he will faithfully serve his present master and master's wife, or any other master whom he may get in the colony, and do their work and obey them in everything. Also, that he will not leave their service or the colony before and until he has fulfilled his obligations to them, the director and the patroon according to his contract and promise and that on the Lord's day of rest he will go to hear God's Holy Word instead of going to the tavern and will show and yield all proper obedience to the public authorities.

3d. That he shall also promise under oath that he will give no one, whether man, woman or any aged person, either by word or deed, the least cause for complaint which might result in damage of any sort; [53] and if he does, he shall be publicly punished for all his previous misdemeanors, though all his fines, costs of extraordinary sessions of the court, etc., had been paid.

All that is hereinbefore written, Claes Andriesz aforesaid, without fetters, promises to perform in every respect, fully confirming the same by oath in the presence of the aforesaid honorable members of the Court, according to his own hand, binding therefor his person and property, which he now owns or hereafter may own, be it in this country, in the fatherland or elsewhere; to this end submitting himself to the honorable court and to all other courts and justices, without exception, all with costs. In witness whereof, he has signed this with his own hand in the colony of Rensselaerswyck, this 26th of March Anno. 1650.

CLAES ANDRIESZ

And Claes Andriesz has made a formal promise as above before this honorable court.

Quod attestor,

A. DE HOOGES, Secretary

Jan Baerentsz Wemp promises and hereby binds himself to pay within one month from this date one hundred guilders in part payment of the fines of Claes Andriesz. Dated as above.

March 30, 1650. Cornelis Toenisz and Abraham Stevensz de Capiteyn [1] summoned to appear to-morrow.

[53v] Court proceedings, March 31 Anno 1650

Willem Jeuriaensz acknowledges his signature to his contract. Also, that he bought in the year 1648 one cow and in the year 1649 another cow from the patroon, at the prices agreed upon.

Cornelis Teunisz van Westbroeck denies that recently and again on March 26, 1650, at the leasing of the farms at the house of Pieter Bronck, he called Hans Vos a rascal or a thief catcher.

Upon the petition of the honorable director:

Passing by all other considerations, it is ordered in general that he shall bind himself by definite agreement to comply with what the honorable guardians shall ordain, binding therefor his property, present or future, in the possession of himself or his heirs, under submission to the honorable court here, or wherever it may please the honorable patroon or his agent. Provided that van Es (after a copy of everything has been handed to him) shall within the space of two months from this date bring in his account and send a remonstrance setting forth his arguments to the honorable guardians.

Underneath was written:

By order of the honorable court aforesaid,

A. DE HOOGES, Secretary

[54] Jan Dircksz binds the 200 guilders due him by the patroon and furthermore his liquid as well as not readily available assets as security for the judgment and also for Arent Otterspoor.

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[1] Literally: Abraham Stevensz, the captain. He is in other places referred to as *de Croaet*, the Croat, and may have been a soldier in the army of Count Montecucculi which invaded the province of Gelderland and the Gooi in 1629.

Ruth Jacobsz offers himself as surety for the satisfaction of the judgment in the case of Abraham Steventz Croaet.

Extraordinary session, April 4, 1650

Jan van Bremen says that Willem Menten was present at the fight between him and Dirck Hendricksz of Hilversum.

Judgment as to the horse drowned by Dirck Hendricksz from Hilversum:

The director maintains that Christoffel Davits is bound to make good the loss of the horse.

The two commissioners (*gecommitteerden*), namely, de Hooges and Jan van Twiller, and the two councilors (*Raeden*), Ruth Jacobsz and Goossen Gerritsz, maintain as follows:

That the horse was intrusted to Christoffel Davits, but that he lent it to one Thomas Fairfax, his servant, for his own use as well as, among other things (as Thomas has declared before us), to fetch bread for Christoffel Davits. But that, after Thomas had left the horse, properly hitched, in the public square near the fort, trusting to [the safety of] the common road and the [vicinity of?] the patroon's house, Dirck Hendricksz, also a servant of said Christoffel Davits, unhitched the horse and riding it deliberately let it drown, and that now, being in irons, and being admonished about it by the director, as the guilty [ ] [ ] they maintain . . . [remainder of the page destroyed].

[In the margin is written:] The director appeals from the judgment. Certified by me, A. de Hooges.

[54] Antony de Hooges protests here before the commissioners and councilors that Director Brant van Slichtenhorst has to this date rendered no account to them, the commissioners, as required by his instructions.

Mr Brant van Slichtenhorst states that he would doubtless have received something if Antony de Hooges had not snapped it up.

Aernt Aertsz van Otterspoor offers himself as surety for the payment by Dirck Henricksz of two hundred guilders for the offenses committed by him according to the judgment of the court. Witness my mark, the 14th of April 1650.

This is the mark made by Aernt Aerntsz Otterspoor × with his own hand in the presence of Jan van Twiller

Extraordinary session, April 5 Anno 1650

Dirck Hendricksz *Goojer* is ordered for the present to go at the first opportunity in the service of the patroon to Katskil, his case to be disposed of some time hereafter according to his conduct.

[55] Court proceedings, April 28 Anno 1650

Catalyn Donckersz [1] is ordered to compound for her offense with the honorable director.

The 12th of May Anno 1650

After the close of the sermon,[2] the director, in the presence of A. de Hooges and Rutger Jacobsz, offered and proposed to Jacob Waelingen to let him have the lease of the farm of Teunis Cornelisz, but he declined it. Also, at first, to let him have the use of the farm of Pieter Teunisz, which he likewise declined.

In the afternoon he agreed with Teunis Dircksz about the six morgens of land in the rear of the farm of the said Teunis Dircksz, cultivated by Teunis Cornelisz, on the following terms:

Teunis Dircksz shall pay to Teunis Cornelisz for the seed which is at present on the land fifty guilders, and to the patroon for this year's rent, one hundred guilders. At the next stubble

[1] The wife of Sander Leendertsz Glen.

[2] *Naer het eyndigen vande Predicatie.* May 12, 1650, came on a Thursday.

time, the land shall revert to the patroon, to be leased as convenient. And Teunis Dircksz agrees to take the land without any horses, cattle, or other conditions.

[55v] May 19, 1650. Teunis Dircksz cited to appear before this court a week from to-day, being the 26th of this month.

Copy [1]

To the Honorable, Valiant, Very Worshipful Mr Petro Stuyvesant, Director General of New Netherland, Curaçao, etc., and to his honor's associated Council:

Whereas we understand from others and especially are informed in writing that your honors are instructed and consequently intend to oppose and prevent the settlement of Catskil, which was undertaken and is proceeding by order of the honorable guardians, and thus come into conflict with the latest order of their honors aforesaid, as the accompanying copy will show, we are compelled to remonstrate to your honors, since two conflicting matters can not be reconciled unless one give way and your honors must realize that it is impossible for us not to follow the instructions which according to our oath we are bound to carry into effect as far as it is possible, that such [opposition] is unbecoming united fellow countrymen and incompatible with the bond of union by which we are all joined together and that on the contrary we should help each other in every possible way. Our first request and proposal, therefore, is that your honors will be pleased to postpone the execution of your plans and have patience until by the first opportunity we are advised by our lords and masters how to govern ourselves. Meanwhile, we promise not to transport, nor to allow to be transported thither, any people, tools or other necessaries, until we have further advice, when we shall consider ourselves in duty bound to write again.

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[1] For extracts from this remonstrance see O'Callaghan, *History of New Netherland*, 2:161.

Wherewith, Honorable, Valiant, Very Worshipful Gentlemen, Mr Peter Stuyvesant and the Council, we commend you to the protection of Almighty God and send you greetings from the director and commissioners of the colony of Rensselaerswyck.

Signed: B. v. SLICHTENHORST

A: DE HOOGES, Commissioner

Rensselaerswyck, June 15 Anno 1650

[56] Court proceedings, June 23 Anno 1650

Resolved that the fl. 192 which Claes Tyssen honestly earned on the Vlackte shall be paid to him by the director.

Evert Pels, having been summoned, did not appear.

Court proceedings, June 30 Anno 1650

The ordinance of the Honorable Stuyvesant and the Council of New Netherland, in regard to the regulation and change in value of the wampum, dated May 30, 1650,[1] is approved and ratified by us in its entirity, so that every one is to govern himself accordingly.

The honorable director, commissioners and councilors of this colony, having weighed and considered the contents of the ordinance concerning the depreciation of the wampum, now posted in Fort Orange, have for pregnant reasons ratified and hereby do ratify the same, so that every inhabitant of this colony is to govern himself accordingly and to comply with the provisions of the aforesaid ordinance, under the penalty provided, which shall be enforced by this honorable court. Let every one guard himself against damage.

Done in the colony, the 30th day of June Aº. R. 5, 1650.[2]

A: DE HOOGES, Secretary

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[1] Printed in *Laws and Ordinances of New Netherland*, p. 115–16.

[2] *Anno Regni* 5, meaning the fifth year of the reign of Johannes van Rensselaer, the second patroon. According to O'Callaghan, *History of New Netherland*, 1:345; 2:68, and Brodhead, *History of the State*

[56v] Jan van Twiller, Gerrit Vasterick, A. de Hooges, Ruth Jacobsz and Goossen Gerritsz having examined the seawan of the patroon which was received before the depreciation of the seawan, find that the same must be valued at eight for one stiver and as the greater part of it is strung, those who take it in payment shall receive according to the custom and the provisions of the ordinance.

And whereas the seawan in the treasury before the publication, according to the specified account thereof, amounted to the sum of [blank], it is decided that the patroon shall stand the loss.

Certified by me,

A: DE HOOGES, Secretary

Court proceedings, July 13 Anno 1650

Tomes Sanders, smith, residing at or about the Manhatans, is granted permission to move hither and to settle here with his family in the village (*byeenwoninge*), to support himself by means of his usual trade.

Whereas the director, commissioners and councilors are informed by way of rumor that Cornelis Teunisz van Westbroeck takes the person of Jan Hagemans, free trader, and his goods into his house, without advising any one thereof, contrary to the instructions received by us, he is hereby notified and ordered to abstain therefrom and to send him away, under penalty of confiscation of the goods in the possession of the said Jan Hagemans.

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of New York, 1:420, Kiliaen van Rensselaer died in 1646, and the same year the guardians of the young patroon rendered homage to the States General in the name of their ward. According to the above date, this must have taken place before June 30, 1646. In an entry in the minutes of the council of New Netherland, under date of August 8, 1644 (*New York Colonial Mss*, 4:199) reference is made to "the heirs of Mr. Renselaer, deceased." This shows that, contrary to the statements heretofore made, Kiliaen van Rensselaer died, not in 1646, but some time prior to August 8, 1644, possibly as early as the fall of 1643, when his communications to the colony ceased. Johannes van Rensselaer was not definitely invested with the high, middle and low jurisdiction of the colony until after April 7, 1650. See Resolution of the States General of that date in *Doc. rel. to Col. Hist. N. Y.*, 1:383.

[57][1] Extraordinary session, July 15, 1650

Jan van Hoesen complains of injury done to him by Willem Jeuriaensz, as follows:

That some days ago he called the wife of Jan van Hoesen a whore, with the result that from excitement she had a miscarriage; also, that yesterday, being the 14th of this month, he repeated the insult, while the wife lay sick in bed.

[In the margin is written:] Annetje, Constapel's wife,[2] says that she heard Capiteyn [3] call her a whore when she lay already sick in bed.

He, Willem Jeuriaensz, says that the neighbors told him that he said it.

He declares that Willem Jeuriaensz told him that a while ago, to wit, on March 31, 1650, when he was last summoned and appeared before the court to pay for two cows which he had received, he, Willem Jeuriaensz, had a knife concealed in his sleeve, adding further that if the director had attempted to do anything to him, Willem, about the said payment, or any one had attacked him, he would have received a rip from him.

Jan van Hoesen declares that Willem Jeuriaensz has often and repeatedly said to him and accused him of it that the contract between them was fraudulently drawn, said contract being signed by Willem Jeuriaensz and Jan Fransz van Hoesen and acknowledged before B. v. Slichtenhorst, A: de Hooges, J: van Twiller, Goossen Gerritsz and Cornelis Teunisz.

As Johan van Twiller and Gerrit Vasterick are absent, the [case] aforesaid is adjourned until the 17th of July aforesaid at the usual time.

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[1] At the top of the page is written: *nota vant bannissement*, memorandum of the banishment.

[2] Annetje Juriaens, the wife of Andries Herbertsz, *alias* Constapel. She was a sister of Volckje Juriaens, the wife of Jan van Hoesen.

[3] Willem Jeuriaensz, *alias* Capiteyn.

[57v] Extraordinary session, July 17 Anno 1650

The honorable director requests the corporal apprehension of Willem Jeuriaensz on account of the aforesaid crimes.

Annetje, the wife of Constapel, says that Volckje, when she had the miscarriage, said that it was caused by excitement, due to the abusive language of Willem Jeuriaensz.

Aertje Cornelis, the wife of Thomas Sandersz, smith, declares as above.

Willem Jeuriaensz, in contempt of the honorable court, says that he is a person of 21 years, whereas it is known to us that he is at least 70 years of age.

The commissioners and councilors consent to the corporal apprehension of Willem Jeuriaensz.

Delivered to Commissioner Johan van Twiller, for the honorable guardians of the patroon, three court records corresponding with [and extending] up to this [record].[1]

Pursuant to the resolution of the commissioners and councilors and with the consent of the honorable director this court record is turned over to me, Antonio de Hooges, secretary of this place, on this date, the 17th of July Anno 1650.[2]

[58] Extraordinary session, July 18 Anno 1650

The honorable director, plaintiff, against Willem Jeuriaensz.

Whereas Willem Jeuriaensz on account of his rascality and misdeeds was on two separate occasions sentenced to leave the colony and banished forever, to wit, in the year 1644 and again

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[1] *drie Gerechts Rollen respondeerende tot op deese;* apparently referring to the court records that were kept in the colony prior to the administration of Bant van Slichtenhorst, which are missing.

[2] This entry, taken in connection with the complaint made by de Hooges against Van Slichtenhorst on April 4, 1650, seems to indicate that Van Slichtenhorst had refused to let de Hooges have the custody of the record, but that at the latter's request the court directed that it be turned over to him. The minutes, both before and after this date, are in the handwriting of de Hooges, so that he must have had access to the record for the purpose of making his entries.

in September of the year 1647, which last time the delinquent petitioned the court to grant him a respite, pledging himself in said petition not to molest any one, either directly or indirectly, in or out of court, under penalty of forfeiting his property then in his possession or thereafter to be acquired and of being immediately sent out of the colony, as apears by the said petition, upon which petition a respite was granted in an apostil entered on the same, and whereas he has since pursued and more particularly now does pursue his former ways;

And whereas, secondly, he has unjustly accused many honest persons of having fraudulently drawn up the contract between him and Jan van Hoesen, and among others has impugned the honor of some members of this honorable court;

And whereas, thirdly, he has boasted that when he was summoned by the court to pay for the purchase of two cows he had a knife concealed in his sleeve and that if the plaintiff had laid hands upon him he would have cut him with it;

And whereas, furthermore, when he was summoned to appear to answer for these and other crimes, [58v] he did openly insult the honorable court of this place, saying to several people: "I invite you to the funeral; I am summoned before the court and must hang;" and further committed other rascalities;

Therefore, all this being taken into consideration, the plaintiff demands that the former sentences shall be put into effect and that in addition the delinquent shall be publicly exhibited on the scaffold for his crimes, to wit, that he shall be whipped and branded and that thereafter he shall be forever banished from the colony. Furthermore, that all his property and effects shall be confiscated and forfeited to the benefit of the honorable plaintiff.

[59][1] The honorable commissioners and the council of the colony of Rensselaerswyck, having read the demand of the

[1] Another translation of the sentence is printed in O'Callaghan, *History of New Netherland*, 1:437–38.

honorable director as plaintiff against Willem Jeuriaensz, baker, and having duly weighed and considered all that is therein set forth and to be considered, and finding:

That on account of his misdeeds he was before, on the 4th of February 1644, banished from the colony by the honorable court;

That afterwards, because he had attempted to stab the person of Antony de Hooges, then the patroon's *comys*, with a knife on the public road and thereby, as much as in him lay, had committed a murder, he was again banished from the colony on the 28th of August 1647, but on his petition granted a respite, under penalty of forfeiture of all property and banishment in case he should molest any one, whether in or out of court, or cause any annoyance deserving punishment;

And finding furthermore all that is set forth in the honorable plaintiff's conclusion, to wit:

That he, the delinquent, has so frightened and shocked a certain woman that according to her complaint she had a miscarriage;

Secondly, that he has unjustly accused and slandered honest people, among them some members of the honorable court of this place, in connection with the signing of the agreement between him [59v] and Jan van Hoesen, saying that they had drawn it up fraudulently;

Thirdly, that, having been called upon to pay for the purchase of two cows, he boasted on coming home that he had a knife concealed in his sleeve and that if he had been arrested on account of it, he would have paid the director with it;

Furthermore, having been summoned to answer for these enormous crimes, he has openly derided the honorable court here, saying to several people: "I invite you to the funeral; I am summoned before the court; I must hang."

Furthermore, we are assured by trustworthy people that he said to a certain woman who was about to partake of the Lord's

Supper: "If it is a piece of bread you want, come to me, I will give it to you." And other rascalities.

So that he is a blasphemer, a public nuisance, a murderer, as far as his intention is concerned, a person who holds the court and justice in contempt and a disturber of the common peace. The honorable court, aforesaid, therefore, have sentenced [60] and adjudged, as they sentence and adjudge hereby, that the former sentences concerning the banishment shall be carried out, so that he, Willem Jeuriaensz is hereby banished from the district and jurisdiction of this colony, henceforth and forever, with order to depart by the first vessel and never to return, on pain of corporal punishment. All *cum expensis.*

Thus sentenced and ratified *in Collegio*, this 18th day of July Anno 1650.

To my knowledge,

A. DE HOOGES, Secretary

The honorable commissioners and councilors decide that Hans Vos shall be paid by the director according to his account.

The honorable Goossen Gerritsz, in accordance with the previous promise, is by unanimous vote granted permission to engage in the tapping business.

This date, skipper Reynert Pietersz from Bolswaert was in the presence of A. de Hooges called upon . . . [two lines burned off].

[60v] Court proceedings, July 27 Anno 1650

Resolved that Willem Jeuriaensz shall in irons be brought on board the yacht of Rutger Jacobsz and then be unshackled, Rutger Jacobsz having promised to make room for him on his yacht [and to take him] to the Manhatans.

The court of the colony of Rensselaerswyck are of opinion that Michiel Jansz with such an answer as he made on April 4, 1650, has not satisfied the judgment of May 29, 1649, and the order of November 18 of the same year.

The aforesaid Michiel Jansz or his sureties are therefore once more peremptorily ordered, under penalty of having judgment given against them by default, to file an answer within two months from this date, and to support it with proper proof, and also to sign the two accounts which have been handed in.

The honorable director promises Gysbert Cornelisz [1] to reduce his rent for two years to forty guilders on account of board of Johan van Twiller, provided that Johan van Twiller becomes surety that he will settle for it with the patroon.

[In the margin is written:] The director protests that he does not promise Gysbert to credit him with two years' rent [from?] this date, July 28, Anno 1650; also, that he demands proof of the charges for board.

Jan Helms is to accept the grain of Jan van Bremen on the following conditions:

He is to receive the winter grain according to appraisal, in connection with which it is to be noted that he, Jan Helms, shall be free from paying tithes.

And Jan van Bremen shall pay the rent out of the winter grain and the quantity credited to him by appraisal, the amount to be delivered to Jan Helms to be reduced in proportion to the rent.

[Marginal note:] This date, August 5, 1650, the wheat of Jan van Bremen was appraised by Aert Jacobsz and Ryck Rutgersz, lawfully summoned for that purpose by the director, at five [hundred schepels?].

[61] Adriaen Jansz from Leyden is granted permission to collect and receive his debts outstanding in the colony.

Extraordinary session, July 28 Anno 1650

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[1] Gysbert Cornelisz, the tavernkeeper.

Court proceedings, August 4 Anno 1650

Willem Jeuriaensz requests to be released from confinement to tend to his affairs, on condition that he will comply with the last sentence. Granted.

Witness my hand,

A. DE HOOGES, Secretary

Extract from a certain document

The son-in-law of Megapolensis, who has been a minister here and who was forbidden to preach by the Classis of Alcmaer, goes over with the same ship. In case he should attempt to perform any church service in the colony, we order Director Slichtenhorst not to employ him thereto or to tolerate him in the colony, about which we shall write him personally if time will permit it. And whereas we have been requested by the Deputies of the Classis of Amsterdam to make this known here, we hereby order the director and commissioners of our colony to carry out our instructions in this matter.

The name of the minister is Wilhelm [Grasmeer].

This order was contained in a letter to [Gerrit] Vasterick, sent to him by Wouter van Twiller.

[61v] Special meeting,[1] August 15 Anno 1650

We, the undersigned, attest and declare that we have seen and read a certain rough note (*kladde*) written by Gerrit Vasterick, purporting to be an extract from a letter concerning the minister, Grasmeer, to prevent him from preaching. Which copy, being neither collated with the original, nor authenticated or signed by any one, was unsatisfactory to Director B. v. Slichtenhorst, who said that one could take no action on such a scrap of paper. Whereupon the director, together with de Hooges and Ruth Jacobsz, went to the said Vasterick's house, where the director

[1] *Buytentydtsche vergaederinge.*

asked if it was not possible to get an authentic copy? Said Vasterick answered that he had given a copy. The director replied that it was not authentic and was not signed. Whereupon Vasterick made Jan van Twiller (for he, himself, lay sick in bed owing to some accident) get the letter. Having the letter in his hands, Vasterick demanded his former copy, which was handed to him without any suspicion, the plan being that de Hooges should make an extract from the letter for so far as the aforesaid matter was concerned. But Vasterick declined this and read some things from the letter, which de Hooges took down from his mouth. Having obtained this writing, we saw that we had been deceived by Vasterick's trick in demanding back his former copy, for it in no sense corresponded therewith. This much Vasterick let us see, that the letter was signed by Wouter van Twiller only and addressed to Vasterick alone. This is a true account of what took place and we offer if need be to confirm this on oath. Done in the colony of Rensselaerswyck, on the date above written.

B. v. SLICHTENHORST, director of the said colony

A. DE HOOGES, commissioner and secretary of the said colony

RUTGER JACOBSZ

[62] Hereupon their honors aforesaid and the other members of the court have resolved and decided as follows:

Whereas Vasterick, according to the foregoing attestation, is found guilty of fraudulency in writing, so that one does not know which copy is correct, or whether either of the two is to be accepted, as neither is properly copied, or compared (for one can read to another anything one pleases), much less authenticated;

And whereas, secondly, it is notorious that the disease which Vasterick has at present is of such a nature that he ought not to carry it from a whorehouse into a court of justice, this being a place for which such persons are unfit;

Therefore, their honors aforesaid, having noticed this, have firmly resolved not to allow him to sit on the bench until he has

purged and cleared himself of the aforesaid charges and assured and convinced us of the contrary.

By order of their honors aforesaid,

A. DE HOOGES, Secretary

[62v] Special meeting, August 20 Anno 1650

Whereas the case of Claes Gerritsz was to come up this day, we have decided and thought it advisable to leave the differences between the honorable director and him to the decision and award of two impartial men to be appointed for that purpose, provided that the wages which are still due him, to wit, those which he earned in the employ of Brant Peelen, deceased, and Broer Cornelis, and on the Vlackte, shall remain as a pledge or security for the award to be rendered by the aforementioned persons.

Meeting of the inhabitants regarding the rumors of war concerning the Maquas, held on the 21st of September 1650

Information, as to what took place on the 21st of September 1650:

Rem Jansz, residing in Fort Orange, declares that on the 20th of September 1650, it happened that a certain Tapaen savage, at the house of Arent Andriesz, unasked and unexpectedly said to him: "You Dutchmen have now been selling guns long enough to the Maquas, for they came to us last summer and made presents in order that we should help them to kill you when the ice was on the water. They also went to the savages to the south and offered them a large *nootas* of seawan, whereupon they promised to lend them the helping hand."

Jacob Jansz Stol declares that the savage [63] said the same thing to him.

Albert Andriesz declares likewise and they say that when they asked him earnestly whether it was true, he said: "Come

and take me and bind me fast and if it does not happen within the aforesaid time, then cut off my head." [1]

That this happened as above stated they declare here before the court in the presence of several inhabitants.

Witness my hand,

A. DE HOOGES, Secretary

September 8, 1650.

Whereas the need teaches us to adopt measures, we have granted permission to have the patroon's cannon, consisting of three pieces, to wit, a six-pounder, a five pounder and a three-pounder, used until further order in Fort Orange. But in order that the patroon may not be deprived of his property, the undersigned persons acknowledge that they have borrowed the aforesaid pieces on condition that the patroon or his agent may have them back whenever he needs them or it may suit his pleasure.

JAN LABATIE

This is the mark × of PIETER JACOBSZ,
set with his own hand

[63v] September 23 Anno 1650

The insecurity of our lives and property oppresses us continually, living as we do under the unrestrained domination of inhuman people and cruel heathen. And while, indeed, we had some intimation of this last year, it shows itself particularly at present through evident indications and plausible predictions and earnest warnings which are communicated to us, not by the aforesaid parties, but by far distant Indians. Which being the case, although some think it advisable to have recourse to arms and resistance, and to exchange our weak position for that of their superior strength, their honors, the directors, commissioners and councilors, realizing the need, have resolved and determined, for

[1] *soo snijt mij de hals af.* Cf. O'Callaghan, *History of New Netherland*, 2:162.

the welfare of the colony of our lord patroon, the preservation of the commonwealth and the protection of our wives and children, to commission and empower Monsr. Arent van Curler, Gerrit Wencom, Cornelis Teunisz van Breuckelen, Thomas Chamber and Volckert Hansz, being requested thereto, to repair with a present to the Maquas country, to renew the former alliance and bond of friendship; which they hereby willingly undertake to do. Done in the colony, on the date above written.

Quod attestor,

A. DE HOOGES, Secretary[1]

[64] The same date, we summoned Jan Labatie, inhabitant of Fort Orange, to come to the house of the director and requested him, as he is reasonably experienced in the use of the Maquas language, to consent to be likewise employed as an ambassador to the Maquas country, whereupon he replied that he would not do that for anything in the world. He was asked again why, and whether it was not better to embrace peace than to begin a war in which we could not possibly survive? Labatie answered that it mattered little to those in the fort how it went, whether it was war or peace.[2] Whereupon he left.

[64v] Special meeting about the welfare of the colony in connection with the rumors of war with the Maquas, September 27 Anno 1650

Before the meeting proceeded to business, the following took place:

It has happened that the abuses of which public notice was given last Sunday in accordance with the ordinance were brought to our attention by the inhabitants here themselves. But as the work once commenced ought to attain its final aim and object, it has occurred to us that it is very necessary that the running into

[1] Another translation of this resolution is in O'Callaghan, *History of New Netherland*, 2:162–63.

[2] In the margin is written: "*Nota bene.*"

the woods, the delivering of notes and the sending of brokers (a source of much mischief, quarreling and discord) be stopped. And as this can not be done properly and decently without the consent of the inhabitants of Fort Orange, they have therefore, in confirmation of their good intention and inclination, for so far as they are concerned, signed these with their own hands.

[The remainder of the page is blank.]

[65] Extraordinary session, September 30 Anno 1650

On the above date, Jacob Waelingen was offered and tendered by the court the half of Casteels island, called Welys Burch,[1] heretofore used by Adriaen vander Donck, which offer Jacob Waelingen has declined and refused to accept.

Extraordinary session, primo October Anno 1650

Jacob Waelingen, after previous delay, insisting urgently that he be permitted to transport himself with his wife and children to the Manhatans to seek their advantage there, as they until now have not well been able to support themselves here, and it being evident that they can not be detained against their will, we have thought it to the best interest of the patroon to release him from all claims and demands and consequently have granted them permission to leave the colony and to seek their advantage wherever they please.

[65v] The 2d of October, Anno 1650, in the afternoon, the ambassadors left. The director and Antony de Hooges at that time called them aside and urged them not to attempt or to do anything but what would tend to the benefit and welfare of the patroon and his colony, the peace of the inhabitants and the promotion of the common weal, which by handshake they promised to do.

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[1] There were two farms on Castle island, one called Rensselaers Burg, and the other Welys Burg. See "Map of the colony of Rensselaerswyck, about 1632," in *Van Rensselaer Bowier Mss.*

After delivery of the letter from the honorable gentlemen our superiors, the lord patroon Johan van Rensselaer and the co-directors Samuel Bloemaert and Johannes de Laet, this [record] was begun anew. The letter was received November 19, 1650.

November 24, 1650

Jan Verbeeck, plaintiff, against Jan Dircksz, Englishman,[1] defendant.

It is adjudged that the defendant shall pay Jan Verbeeck the balance of his debt cash.

The director, plaintiff,

against

Christoffel Davits
Jacob Lambertsz
Abraham Stevens
} Default [for failing to appear in] court

[66] Abraham Stevensz is ordered to produce witnesses by December 8, 1650, that he did not draw a knife on Jan Carstensz.

Extraordinary session, November 28 Anno 1650

The honorable director and commissioners [of the colony] and the commissary of Fort Orange, Charles van Bruggen, having under pressure granted permission to a certain savage named *den Uyl*[2] to erect a small house to the north of the aforesaid fort, which tended to become a great nuisance to the colony as well as to the fort, Monsr. Labatie, to do away with [the source of] former troubles, has this day bought said little house of him and paid for it, to which consent is given by us on condition that a proper recognition to the honorable patroon and the co-directors

[1] According to *Van Rensselaer Bowier Mss*, p. 818, he came from Amersfoort. See also note on Jan Dircksz van Bremen, under date of April 30, 1648, in this volume.

[2] The Owl.

of this colony be paid to the director. In witness whereof this is subscribed as follows:

The mark × of *den Uyl*, named STICHTIGERI, made with his own hand

B. v. SLICHTENHORST
A. DE HOOGES

ADRIAEN JANSZ,[1] witness

[66v] December 13 Anno 1650

Steven Jansz, carpenter, upon examination by the director, declares that on the 12th of this month a certain company of persons came to his house to drink, having played golf for brandy, which they drank there. And that one Teunis Jansz, sailmaker, accused the wife of said Steven Jansz of having erased two strokes at the same time, although she had tapped two glasses for it. Whereupon one Philip, the gunstock maker,[2] also took part in the dispute, wanting to have a voice in it.[3] So that Gysbert Cornelisz, the tavernkeeper, got into a dispute with said Philip, saying among other things that they should not make such charges without being able to prove them, with the result that he, Gysbert, received a wound in his left breast, but does not know how it happened or who did it, as three or four persons were wrestling together.

[67] On the date aforesaid the honorable director attached the money in the hands of Jeuriaen Bestval which is due to Jochem Kettelheym, on account of a claim which the director

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[1] Probably Adriaen Jansz van Ilpendam, then a schoolmaster and afterwards a notary public. See p. [96].

[2] Philip *de Lademaecker*. On page [70v] he is referred to as Philip Pietersz *Laedemaecker*, which would seem to identify him with Philip Pietersz Schuyler.

[3] A marginal note, to be inserted at this point, reads as follows: Which made the wife of Steven Jansz very angry, whereupon Philip said: "Have your husband come!" So that Steven Jansz, after some words, struck said Philip with his fist on the forehead, whereupon they clinched.

has against said Jochem, for which Jochem is summoned to appear on Thursday after New Year. [Note in the margin:] 1st Default.

December 20 Anno 1650

Jacob Adriaensz and Claes Andriesz being categorically questioned by the director in regard to the fight which recently took place at the house of Steven Jansz, carpenter, answer as follows:

Claes Andriesz says that after Steven Jansz and Philip, the gunstock maker, had struck each other with their fists, Philip, going out of the door, challenged Gysbert, whereupon those who were inside held Gysbert fast, so that Philip came back into the house and got into a quarrel with Gysbert.

This, Jacob says also. And that in this turmoil Gysbert was wounded, that is to say, Philip knocked Gysbert down and when Gysbert got up again, he was wounded.

[67v] The aforesaid deponents declare that otherwise there was no trouble or dispute, except first between Steven Jansz and Philip and then between Philip and Gysbert.

Which, by handshake and true words, instead of an oath, they have declared to the director to have thus taken place.

The 27th day of December Anno 1650

The honorable director has this day arrested Philip, the gunstock maker, [to remain within the limits of] the colony under penalty of three hundred guilders, and appointed a week from next Thursday as the day on which he is to appear in court.

The same day, Philip has in the presence of Jacob Jansz Stol requested permission to go outside the [said limits of the] arrest into the fort, to which consent is given on condition that he promise to appear in person on the appointed day and to give security for the satisfaction of the judgment and the costs, [68] which being promised by him, permission is granted said Philip.

On the date aforesaid the honorable director has in like manner once more arrested Jacob Jansz Stol in the colony, in the first place to fulfil the contract between the late patroon and his predecessor, Hendrick Albertsz, deceased, and furthermore to answer for all his crimes committed to this day, and also appointed the 5th of January Anno 1650 as the day on which he is to appear in court, but notwithstanding the arrest he has without giving bail gone outside the jurisdiction of the colony into the fort, in contempt of the liberties[1] obtained.

Aert Jacobsz was summoned on December 14, 1650, to appear on January 5, Anno 1651, on account of his dispute with Jan Helms.

Abraham Stevens Croaet, on December 15th, summoned for the second time to appear on the above court day.

Christoffel Davits summoned for the second time to appear on the above court day.

Cornelis Cornelisz van Voorhout summoned to appear on the above court day.

December 22, Gysbert Cornelisz from Weesp is granted the garden heretofore used by Carsten Carstensz at one beaver yearly, on condition that [68v] whenever the honorable masters need it, he will have to give it up, subject to reimbursement for his outlay.

1 January 1651	Seger Cornelisz, Peter, the Frenchman, and Jan Tyssen summoned to appear on the 5th of this month, at nine o'clock.
2 ditto	Egbert Sanders's servant, Jem;[2] Toenis Cornelisz. On the 3d, Henrick Driesz, Mr Rutger Jacobsz' servant.
3 ditto	Jan Helmsz summoned in writing, in the name of the patroon, against Aert Jacobsz.

[1] *Vryheeden;* meaning the liberties or privileges, granted by the charter of Freedoms and Exemptions, of 1629.

[2] James.

3 ditto Jan Baerentsz, by legal process, attached in the hands of Jan Reyersz and Ricke[r]t Rutgersz at Betelem [Bethlehem], all the moneys due from them to Claes Andriesz, [notifying them] again to pay, which notice was received by Jan Reyersz.

Sept. 9, 1650 Attached and summoned. First default. B. v. Slichtenhorst, director, plaintiff, against Jacob Jansz Stol, defendant.

[Plaintiff demands] whether he, Stol, is willing to carry out all the provisions of the contract dated June 7, 1642, of his predecessor, Hendrick Albertsz, deceased, and [continued] after his death, and if so, to give security for the satisfaction of the judgment.[1]

Jan. 5, 1651 Second default. Jacob Jansz says that he submits himself to the arbitral judgment of impartial men and the director.

1648, May 30 For having struck Hans Vos, when he suspected no harm, on the forehead with his fist and in addition spoken evil of the director aforementioned.

For the defamation..... fl. 10: –
And for the blow with the fist,
according to the ordinance dated
December 7, 1649, also..... fl. 10: –
All *cum expensis.*

[69] 1648, June 6, Jacob Jansz fought against Andries Constapel with his fists, at the house of Gysbert Cornelisz, tavernkeeper, for which he forfeits fl. 10:–

1648, July 6, Jacob Jansz, on his own authority, cut down two logs (*masts*), up above, in the patroon's wood, and had them hauled to the strand, where they were attached, notwithstanding which he shipped them on the 8th ditto out

[1] Stol succeeded Harry Albertsz as ferry master.

of this jurisdiction, thereby acting in utter contempt of the court.

The honorable plaintiff, therefore, demands that he be arbitrarily punished, as an example to others. Also, that he pay the patroon for the timber and for violating the attachment, fl. 50, according to the ordinance and custom of the Manhatans, all *cum expensis.*

1648, December 27, Jacob Jansz was fined for having with some other persons been drinking at the house of Gysbert Cornelisz during divine service.

1649, June 2, Jacob Jansz, without cause, threw a tankard at Hans Vos, the court messenger, smashing his face, so that for two months he could not perform his duties, for which according to the ordinance of the Manhatans he has forfeited the sum of fl. 300, all *cum expensis.*

[69v] 1649, August 4, Jacob Jansz again removed a log (*mast*), for which he forfeits the amount above stated.

1649, 11 ditto, he struck Willem Jeuriaensz on his back with a tankard, at the house of Gysbert Cornelisz, for which he forfeits fl. 10.

And because Abraham Pietersz, carpenter, wanted to prevent it, he struck him on the head, for which is due.....fl. 10:

1650, September 29, he fought with Pieter Hertgerts and struck de Hooges on the left eye with his fist, and greatly injured the thumb of Volckert Hansz in his own house, all of which took place in the presence of the honorable fiscal, for which he has incurred the double penalty.

And for contempt of court, in ignoring the attachment and summons, the same fine as above.

1650, December 12, he struck Gysbert Cornelisz, tavernkeeper, and Claes Andriesz with a golf club at the house of Steven Jansz, for which, together, he forfeits..... fl. 20:–

And whereas the aforesaid Jacob Jansz was summoned and arrested in the colony and in violation thereof has gone outside the limits of the aforesaid jurisdiction, without giving bail, the honorable plaintiff maintains that he has forfeited the sum of fl. 20 [and demands] that he give security for the satisfaction of the judgment or sentence.

[70] Court proceedings, January 5 Anno 1651

It being taken into consideration that Monsr. Arent van Curler as far back as the arrival of the honorable director was nominated as commissioner (*gecommitteerde*), but by serious obstacles has until this date been prevented from taking office,[1] he has on this highly pressing occasion accepted the same and consequently taken the proper oath before the honorable director.

Whereas the annual term [of office] of Goossen Gerritsz has expired and he for some important reasons urgently requests to be discharged, we have, recognizing [the justice of] the same, granted his request and discharged him, thanking him hereby for his faithful service.

And in his place are nominated Jan Verbeeck and Pieter Hertgers.

Regarding the question at issue between Aert Jacobsz and Jan Helms, it is adjudged that each shall pay a fine of seventy-five guilders, *cum expensis*.

[70v] Philip Pietersz, gunstock maker, requests delay until the next court day, which is granted him on condition that he give security for the satisfaction of the judgment.

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[1] *maer door merckelycke impedimenten tot dato te rugge is gestelt.*

Jan Labatie offers himself as surety for the judgment.

Whereas the annual ordinance concerning the shooting at night mentions in general, but not in particular, the shooting on New Year's eve;

And whereas, secondly, the renewal of the said ordinances has recently been neglected;

It is decided that the New Year shooters shall for this time be excused, without prejudice to the director's action against those who fired during the service.

Decision rendered by:

Arent van Curler
Antony de Hooges
Rutger Jacobsz
Goossen Gerritsz

The honorable director appeals from the above decision.

Cornelis Cornelisz van Voorhout summoned by the director. First default.

Abraham Stevens denies that he drew his knife on Jan Carstensz, but admits that he fought with him.

Teunis Cornelisz denies that he fired his gun at New Year during the night.

[71] [Marginal note in the handwriting of van Slichtenhorst:] 9 ditto, Jochem Kettelheym summoned again to appear on the 12th.

January 10, 1651

Hans Vos complains that Dirck *de Gojer*[1] has threatened to assault him at Catskil and that he understood from said Dirck that he had given orders to Claes Andriesz and Jacob Lambertsz, *Gojers*,[2] some time when they saw him here in the colony, to do the same.

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[1] Dirck Hendricksz, from Hilversum, in the Gooi.

[2] The same as *Gooiers*, or *Gooilanders*, meaning men from the Gooi, or Gooiland, a district in the southeastern part of the province of North Holland, Netherlands.

Whereupon an injunction is served on said Dirck to refrain, on pain of corporal punishment, from molesting Hans Vos either by word or deed.

And Jan Dircksz van Bremen is authorized to serve the notice on said Dirck in the name of the patroon.

Furthermore, the director is to forbid Claes Andriesz and Jacob Lambertsz [to molest Hans Vos] under the penalty above mentioned.

[71v] Court proceedings, January 12 Anno 1650

The honorable director, plaintiff, against Jochem Kettelheym, defendant.

Jochem admits it.

1648, July 12, Jochem Kettelheym and Thomas Chamber three several times struck each other with fists, so that their noses and mouths bled, and that on a Sunday, in sight of the director, for which they have incurred the triple penalty of fl. 10 each, according to the ordinance of May 28, 1648, amounting together to ..... fl. 30:–

December 27, Jochem confessed that during divine service he had been sitting [in the tavern], drinking brandy with Flodder,[1] the Noorman,[2] Capitayn,[3] and Rem, the smith,[4] for which according to the ordinance of May 28, 1648, and that of the Manhatans, is due ..... fl. 6:–

Jochem admits it.

1650, July 31, Jochem promised to pay for *solder* Pietersz[5] 4 schepels of wheat..... fl. 10:–

December 13, the director attached, in the hands of Jeuriaen Bestval, all the moneys due from him to said Jochem, in order to secure payment; in the first place fl. 40, which he, Jochem, then owed to Nocolaes

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[1] Jacob Jansz Gardenier, *alias* Flodder.
[2] Poulus, the Noorman.
[3] Abraham Stevensz.
[4] Rem Jansz.
[5] Apparently the same person as Arent Pietersz, *alias* Solder. See *Van Rensselaer Bowier Mss*, p. 814.

Jochem agrees to submit evidence next week that he paid Koorn.

Koorn and which were attached in his hands, according to Koorn's own admission, as appears by de Hooges's endorsement on file. What is more, Coorn several times importuned the director, both in his house and on the road, about this attachment.... fl. 40:–

1651, January 9, summoned and must first purge himself before he can be heard.

[72] The honorable director, plaintiff, against Cornelis Cornelisz van Voorhout, defendant.

1649, June 20, the defendant fought with the *Raemaecker* (wheelwright) with fists, in the presence of Hans Vos and others at the house of Gysbert, the tavernkeeper, for which each has forfeited the sum of ..... fl. 10:–

Drew his knife on Christoffel Davits, for which he has forfeited ..... fl. 100:–

April 17, Jan van Bremen complained about the defendant on account of violence and blows, for which is due a double fine, first on account of the matter complained of and secondly because it happened at night, @ fl. 10..... fl. 40:–

November 7, he fought with Thomas Chamber, using his fists; due..... fl. 10:–

Admits that it took place in Gysbert's house.

1650, September 30, the defendant, wihtout any reason or lawful cause, struck Jan Labatie in the lavatory of Gysbert Cornelisz with his fists, for which he must pay the double fine..... fl. 20:–

1651, January 5. Kit Davits summoned.

January 10. Summoned [again].

January 11, 1651, the director has notified and summoned the newly nominated members of the court, to wit, Pieter Hertgers and Jan Verbeeck, to take the proper oath and on this date in their official capacity to enter upon their duties.

Baerent Pietersz, having been summoned by the director on January 11, 1649, to show where he each year bought his wheat,

answers that he requests an order from the court that he must do so. To which the director replies that if he to-day brings in his proof, he will not have [his account?] reduced.

[72v] Cornelis Cornelisz Vos, being summoned to find out who on New Year's eve during the service fired off guns in front of his door, answers that he does not know. Being asked who were at Harmen Bastiaensz's, he answers, seven or eight persons.

This day, Jan Verbeeck has taken the proper oath as a member of the court (*gerechtspersoon*) and is admitted by the court.

Marten Harmensz having been granted a lot in the village (*byeenwooninge*) to build there, promises that he will not have any intercourse or dealings with any private traders, namely, with those of the fort.

Teunis Jacobsz and his wife, being summoned by the director about 1 1/8 *loot* (5/8 ounce) of gold found by them, declare that they found it behind the homestead (*hofste*) of Gysbert, the tavernkeeper, and sold it to Gerrit Vasterick for fl. 18, without knowing who lost it.

Which gold being examined by the court here is found to be purified and partly engraved gold.

The director having thereupon submitted the question whether it is to be kept for the benefit of the patroon and the co-directors, or to be restored to Vasterick;

It is resolved that it shall be returned to Gerrit Vasterick.

[73] It is further considered necessary, as thus far little attention has been paid to the maintenance of public roads, to the great inconvenience and even danger of the inhabitants here, that some bridges be built, to wit, one across the first kill, in the village (*byeenwooninge*), with railings and benches to sit on; one across the third kill; one across the beaver kill, with railings; and a wagon bridge around the rear (*een rybruch achterom*). Also, that a convenient staircase be built on the outside of the church (*een bequaeme trap aende kerck worde gemaeckt*).

The honorable director, plaintiff, against Jacob Lambertsz, defendant.

On the 9th of October 1650, Jacob Lambertsz, being armed, with a sword on his side, dared by word and deed, on the Hoogen Berch, in the highest manner to insult the director, who came there with Steven Jansz, carpenter, to perform his duties, without giving any reason or occasion thereto in the least. In the presence of Teunis Dircksz and Gysbert aende Berch, he wanted to compel the director, first, to drink with him and then to fight a duel with him. Furthermore, he used such vile language about the court, his past crimes, and his arrest, that one can not well put it down with the pen, saying he would [73v] wipe his Gooiland . . . with it and that he had enough of the director and all the gentlemen, so that finally Teunis Dircksz and Gysbert had to take Jacob away.

He has likewise insulted de Hooges and also Hans Vos.

Which things in a land of justice can not go unpunished, it being intolerable that one should thus, without any reason whatever, rudely assail one's lawful superiors and their servants and even threaten to do them harm, where (as in the case of the delinquent) the court has shown such leniency in imposing sentence.

The honorable plaintiff, therefore, in the first place requests [a warrant for the] corporal apprehension [of the defendant].

Teunis Dircksz, Gysbert aende Berch and Tys Evertsz declare that Jacob Lambertsz carried a sword on his side and that on coming down the hill he said to the director: "You carry a sword? I do too. If you are an officer, I am one also." That meanwhile they had together drawn out the manure for Gysbert and that for fun they had made said Jacob out to be the officer.

Which by handshake instead of an oath they declare to have thus taken place.

[Here follow two or three lines which have become illegible.]

[74] About midsummer anno 1649, the honorable general being here, he requested Jan Baerentsz to haul out some logs (*masts*), which he refused, saying that the horses and the land

which he had in use belonged to the patroon, so that he first ought to have consent thereto. Whereupon the honorable general came to the director and after relating the aforesaid conversation requested that permission might be given, whereupon consent was given by the director.

Also, Jan Labatie, having been written to by the honorable general to send him a certain negro residing at the house of Broer Cornelis, he came to the director's house to request in the first place permission to apprehend the aforesaid negro and in the second place that the director would assist him, Labatie, in making the arrest, whereupon the director gave said Labatie permission and lent him the helping hand in making the arrest.

[74v] Steven Jansz, carpenter, being asked by the director whether at any time he received any beer from said director to retail it;

Secondly, whether he ever asked and received permission from the director to tap;

Answers, that he never received any beer from the director and he tapped without previous consent.

Steven Jansz has declared this by handshake, with true words, instead of an oath, to be as stated.
This 18th day of January Anno 1651.

[75] Court proceedings January 19 Anno 1651

This day Pieter Hartgerts has taken the oath of member of the court (*Gerechts persoon*) before the director and is admitted as such.

Upon the request of Andries de Vos what the director has to say against his brother-in-law, Baerent Pietersz, the director answers that he sent 93 1/2 schepels of wheat to the mill and that he got back but 74 schepels.

The director says that he deserves more credence than a thief. Whereupon Andries de Vos says: "You may be that yourself."

Andries de Vos says with reference to Ruth Jacobsz and Jan Verbeeck . . . [the remainder of the page is blank].

[75v] Extraordinary session, January 20 Anno 1651

November 25, 1648, Thomas Chamber reported that one of his cows had been shot dead in the wood by the savages.

Also, November 14, 1649, Thomas aforesaid again reported that a mare was shot dead by the savages.

Proof hereof follows, according to the contract:

Jan Andriesz from Dublin and Thomas Heggens declare before the court that they found the cow that was killed in the woods, the horns being cut off, the bowels removed, the fat cut away, a piece cut out of the belly and the rest being left lying in the woods, about which complaint was made at the time by Thomas Chamber to the director.

They declare this by handshake, with true words instead of an oath, to be a fact.

Jan Andriesz from Dublin and Poulus Jansz from Gorcum declare that they found the aforesaid mare lying dead in the woods, having been shot through the soft part of the belly.

This the witnesses declare in the manner as above, in the presence of,

The honorable director
Arent van Curler
and myself,

A. DE [HOOGES, Secretary]

[Note in the margin, at the bottom of the page, illegible.]

[76] Whereas some dispute has arisen between Director Brant van Slichtenhorst and Jacob Jansz Stol about the contract made between the late patroon and Hendrick Albertsz, deceased, concerning the beaver trade mentioned in said contract, and finding that he, Jacob Jansz, can have no knowledge of the aforesaid trade of his predecessor;

Secondly, that it is commonly known that he, Hendrick Albertsz, deceased, made it his special business to work and not to trade;

And that, owing to the aforesaid obscurity, no solution can be found except by submitting the question to the decision of impartial men, the following persons have been chosen thereto by both sides, to wit: Monsr. Arent van Curler, Antony de Hooges, Mr Abraham Staas and Evert Pels; who, after careful consideration of everything, have decided that for the aforesaid trade until the death of the aforesaid predecesor, including the trade of the said Jacob Jansz for the period of about eight months in the year 1648, there is due fl. 36:– wherewith all claims and demands on account of the aforesaid contract shall be settled and released.

Thus signed by us, the aforementioned arbitrators, this 20th day of January Anno 1651.

Antony de Hooges
Arent van Curler
Abram Staas
Evert Pels

[76v] Court proceedings, January 26 Anno 1651

It is decided that Thomas Chamber by virtue of his contract shall have the right to use the pasturage specified therein for the grazing of his own cattle, without charge.

As, also in accordance with the contract, he proved on January 20, 1651, that the savages killed a horse and a cow, he is by virtue thereof entitled to have them replaced by others without compensation.

Court proceedings, February 2 Anno 1651

Teunis Dircksz first default.

The honorable director, plaintiff, against Teunis Dircksz and Cornelis Teunisz van Westbroeck, in their capacity as administrators of the estate of the late Cornelis Maesz, defendants.

First

The same, against Teunis Dircksz in particular, about insults offered to the honorable director.

[77] Whereas a question has arisen between the honorable director, Brant van Slichtenhorst, and Baerent Pietersz, the cases of both parties are dismissed, without prejudice to the good name and reputation of either. Thus done *in collegio*, on the date above written.

Jacob Lambertsz, defendant.

First default.

[The rest of the page is blank.]

[77v] Brant van Slichtenhorst, director of the colony of Rensselaerswyck, plaintiff, against Teunis Dircksz, defendant.

Whereas by virtue of their oath and the orders of the honorable patroon the gentlemen [of the court] of the aforesaid colony are required and commanded to see to it that all the farmers each year, in accordance with their contract, render an itemized account and statement [of everything], inclusive even of the fur trade, and make payment, and this not in gross, but in detail, the said defendant has thus far failed to do so, notwithstanding the aforesaid gentlemen, as often as twice a year, by public ordinance (in addition to many verbal reminders by the said plaintiff) have given abundant warning that every one must within certain days deliver an account in writing with the vouchers thereof to the director aforesaid and that no one may transport out of the colony, or even remove from one place to another, any grain, boards, or other effects until and before the honorable patroon or his director are satisfied, on pain of confiscation of the grain and effects as provided by said ordinance and of paying in addition a fine of fl. 25 for each default. This does especially apply to those who have an open account, like this defendant, who is bound to render an account of the years 1638 and 1639, as well as of the building done by him and the farm implements and grain which he received as former farm hand of the honorable patroon. Also, as farmer, from the year 1640 to 1648, with the fl. 16 for each

farm hand. Furthermore, for the years 1649 and 1650, according to the agreement of March 17, 1650, of the patroon's common property, which the defendant leased at a public bidding for fl. 500 a year, in addition to the tithes and recognition, according to the conditions of September 14, 1648. Furthermore, the defendant, in the year 1648, promised to pay for tithes 28 schepels of wheat and 28 schepels of oats and in the years 1649 and 1650 the defendant managed on his own authority, without the knowledge of the director, much less of the commissioners, to appropriate the lord's tithes, and to keep to himself all the rent, tithes and the patroon's common property and disposes thereof as if they were his own, contrary to the patroon's prohibition, as appears on folio 50 of the court record, and only seeks his own profit and tries to cheat the patroon out of his lawful property [78] and possessions. And even dares bodly and without shame, in the presence of the director and Domine Megapolensis, to assert that he paid fl. 9000, in return for which he, the defendant, received but fl. 2000, as was done even lately, on May 8, 1650. Which, indeed, is putting it on altogether too thick and quite incredible.

Furthermore, apart from the aforesaid ordinances, the honorable plaintiff, in the name of the patroon, attached in the year 1649 the defendant's grain, both threshed and unthreshed, forbidding the same to be removed, much less to be transported out of the colony before the defendant had rendered his lawful accounting and statement as aforesaid. Notwithstanding this, contrary to and in spite of all this, the defendant has carted the grain past the director's door and last year furnished two *lasts* of wheat to Hendrick, the baker, and others. Also, on April 21, 1650, he caused skipper Jan de Kaeper to take 401 schepels of oats and in the fall, on November 14, 160 schepels of oats to the Manhatans, and further on his own authority alienated all his grain.

And when the director by proper judicial proceedings tries to prevent it, he, the defendant, calls said director a thief and a

rescal and, if the plaintiff had not prevented it, would, on February 16, 1650, in the morning, at about 9 o'clock, as the director was busy writing in his own office, have stabbed him with his own pen knife in the presence of his own son and the director's two [grand] children.[1] Which aforesaid deeds, neither can nor ought to be suffered to go unpunished. Therefore, as the defendant has not only defied the director and this honorable court and violated their ordinances as well as the Freedoms lawfully obtained by the honorable patroon from their High Mightinesses, but also gravely offended the Lords States General whose place is likewise occupied here, the honorable plaintiff, in view of all these circumstances, demands:

In the first place, that the defendant shall within a specified time be peremptorily ordered to render his lawful account, [78v] under penalty of judgment by default and such damages (and he would not have it happen again for ten thousand guilders) as the plaintiff in his capacity shall reckon to have suffered, with costs, and without prejudice to the former fines.

Secondly, that all the grain delivered, sent away, removed or shipped by the defendant during the years 1648, 1649 and 1650 shall be confiscated by virtue of the aforesaid ordinance. And furthermore that the defendant be condemned to pay the full amount of all the fines which in accordance with said ordinance he has incurred to this date, [the plaintiff] requesting security for the satisfaction of the judgment, all with costs.

Finally, that he be made to pay the rent and *toepacht* of the six morgens of land for the year 1650, and as surety for Jan Helms also be made to pay his rent and *toepacht* for 1650, with costs.

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[1] The will of Gerrit van Slichtenhorst, dated Oct. 12, 1683, proved Sept. (Dec.?) 29, 1685 (N. Y. Hist. Soc., *Collections*, 1892, 25:170, 470–471), mentions seven children: Alida, wife of Peter Davids Schuyler, Elizabeth, wife of Nicholas William Stuyvesant, Bata, wife of Jan Oost, Helagont, Gerrit, Rachel and Yonde. Two of the younger children, Gerrit and Gouda, or Hillegonda, afterwards moved to the Dutch colony of Surinam. See *De Navorscher*, 1918, 67:436–37.

The same demand the director likewise makes in regard to the defendant and Cornelis Teunisz van Westbroeck, in their capacity of guardians of the minor children of Cornelis Maessen, deceased.

Director Brant van Slichtenhorst, plaintiff, against Teunis Dircksz van Vechten, defendant, for slander.

Whereas the defendant, on the first of February 1650, when the plaintiff in his official capacity came to the house of Cornelis Teunisz van Breuckelen to make an inventory of the patroon's cattle, in the presence of nearly all the authorities of the colony and of Fort Orange, the Domine and about ten witnesses, dared 16 or 17 separate times greatly to abuse the plaintiff, saying: "Are you to be our director and ruler? You are an old, gray thief and a rascal and you have stolen my own property and I shall prove it," adding thereto all sorts of abuse and this without any cause or occasion for it. Which slanderous remarks the plaintiff brought to the attention of the court and for which the defendant is now [79], the 2d of this month, summoned to appear before the full court, but does not appear, so that in the first place proof of his statements is demanded as before.

Secondly, the defendant, on December 19, 1649, and again on February 16, 1650, at the house of Pieter Bronck likewise slandered the plaintiff (and also called Domine Megapolensis an informer, as appears more at large by the bill of complaint), which slander the said plaintiff has taken much to heart, being a person of good reputation and character, who neither in his private nor in his official capacity is willing to suffer such injury for anything under the sun and which in a land of justice should not go unpunished, it being intolerable that people should thus fail to respect their lawful authorities, both ecclesiastical and civil.

The honorable plaintiff concludes therefore that the defendant for such repeated, public, deliberate, false and lying accusation must and ought to be punished as an example to others.

Furthermore, that for all the aforesaid slanders he shall make

honorable and pecuniary amends, as follows: In the first place, that he shall appear before the entire court and resting on his bare knees pray God, the court and the director for forgiveness; that he shall then with his right hand slap his mouth and say as many times as he has slandered with it, "Mouth, thou hast spoken falsely and lyingly." And that for each slander he shall in addition be condemned to pay a fine of fl. 300, two thirds thereof to be for the director and one third for the poor, in accordance with the ordinance of May 28, 1648; and that furthermore he shall be punished as stated above, all *cum expensis*, the plaintiff demanding security for the judgment.

The defendant, some time ago, in crossing the river with Domine Megapolensis, likewise, without any reason whatever, addressed many vile words to the Domine, who at the time was an estimable minister here in the colony, making him out to be an informer and a rascal [79v] and, after having uttered said slander, crowded in upon the minister with the intention of stabbing him unexpectedly with a knife, so that the minister upon his approach warned the defendant not to come nearer, or he would hit him with a piece of wood on the side of his head in such a way that he would fall out of the boat into water.

And as the defendant has not been able to prove the aforesaid charges, he must be regarded as a slanderer, who in addition has committed assault and violence, for which according to the ordinance of May 28, 1648, he is liable to a fine of fl. 150, and as the same took place on Sunday, the double amount according to the ordinance, or fl. 300, and for drawing his knife, fl. 100, according to the ordinance of the Manhatans, amounting in all to . . . fl. [blank]; all *cum expensis*.

Furthermore, the plaintiff has summoned the defendant to obtain payment of the stipulated *toepachten*[1] for the year 1648, in addition to the tithes and the amount in cash stipulated in the contract of September 14, 1648; together with the *toepachten*

[1] A sort of quitrent to which the director under his contract with the guardians of the young patroon was entitled.

for the years 1649 and 1650, at fl. [blank] a year, all *cum expensis.*

The defendant, furthermore, has dared to put an exhorbitant price on his and the patroon's earliest grain, selling the *mudde* at eleven guilders, which is a violation of the patroon's ordinance, it being the particular duty of the commissioners and the court to prevent that any one fix the price of the grain in such a way as to oppress the poor people and his fellow men as much as is in his power; for which offense he is liable to the patroon's highest fine.

[80] September 18, 1648, Teunis Dircksz ordered Willem Menten four times in succession to fire a musket in the brewery during the night, by which repeated shooting those of the fort and in the colony were quite startled and frightened, thinking that it was an alarm; whereupon those in the fort returned the firing, as a signal that they would come to the rescue, and Monsr. Labatie with some soldiers, who were assigned to the task of pulling down the houses in the *Fuyck*[1] and who were ordered to go, during the night sailed across the river to relieve them. When Monsr. Labatie and the aforesaid soldiers came into the Grenenbos, Teunis Dircksz gave them six gallons and a half barrel of beer for their trouble. For which improper shooting by night, he has forfeited for each time the sum of fl.10, according to the ordinance of October 16, 1648, and in addition is to be arbitrarily punished as an example to others. All *cum expensis.*

The 19th ditto, Teunis Dircksz called Teunis Cornelisz a rascal and a thief and in addition beat him in his own house

[1] The Dutch name for a funnel shaped hoopnet. The name may originally have been applied to the houses in the immediate vicinity of the fort, which were built along convergent lines, as distinguished from the term *byeenwoninge*, which in this record is used repeatedly to designate the entire village. It is interesting to note that on the island of Curaçao, in the Dutch West Indies, there is a harbor called *de Fuyck*, which is referred to by de Laet as early as 1644. See his *Historie ofte Iaerlijck Verhael van de Verrichtinghen der Geoctroyeerde West-Indische Compagnie*, p. 436. Cf. also *Doc. rel. to Col. Hist. N. Y.*, 2:558, and *Journal of Jasper Danckaerts*, 1679–1680, ed. by B. B. James and J. F. Jameson, in "Original Narratives of Early American History," p. 216.

about the head with his fists and pulled the hair out of his head, because he had hired the six morgens of land which the commissioners in leasing his land had kept to themselves, which attempt to give the patroon's property a bad name and make it useless is a matter of serious import and consequence, for which he has forfeited the sum of fl. 10 for each excess, to wit, first, for calling him a rascal, secondly a thief, thirdly, for having struck him with his fists, and fourthly for pulling his hair and trying to make the patroon's property useless, amounting together to fl. 40:– and in addition, arbitrary correction.

In May 1649, the defendant fought, first with Pieter Hertgers, and then with Mr Abraham Staas, with fists, at their house in the brewery, for which he has forfeited fl.10 each, or fl.20:–, all *cum expensis.*

[80v] February 21, 1649, Teunis Dircksz was fined because he let a sleigh with two horses in very cold weather stand without food or cover before the door of Jan Verbeeck, for which according to the ordinance he has forfeited, for the first time, the sum of fl. 3:–

Director Brant van Slichtenhorst, plaintiff, against Seger Cornelisz, defendant.

Whereas the defendant, on December 23, 1648, before the full court, acknowledged his signature affixed to the contract of August 25, 1643, upon which acknowledgement, as appears on folio 21 of the court record, he was condemned to fulfill all the terms of the contract, which has since expired, it follows that the defendant must deliver in the first place, the house, brew house, three hay barracks, hogpen, wagon, plow, harrows, harness, and furthermore all the farm implements, horses, cows and hogs, according to the inventory, information and contract made with vander Donck in the year 1646, all in good condition and wall and roof tight,[1] according to the plain language of the contract,

[1]At this point is written in the margin: "2d, must deliver in good condition the number of animals and the aforesaid farm tools; 3d, the buildings; 4th, or, in case of failure, the honorable plaintiff will count the loss at fl. 1500, plus damages and costs."

which the patroon will not suffer any one to misconstrue or interpret otherwise than it stands, and which reads as follows: "The patroon shall to begin with provide [the buildings] at his expense, provided that the farmer shall thereafter at his expense maintain them and keep them in repair, and at the expiration of the lease deliver them back in as good condition as he received them." *Nota.* For which the defendant is asked to give security or, in default thereof, to go under arrest.

[81] Also, that the defendant within a short time shall comply with and satisfy the judgment of August 12, 1649, in regard to his refusal to have an appraisal made of the patroon's own buildings, under penalty of arrest, for the first time.

Also, payment for the 23 morgens of wheat appraised at fl. 75, with interest at 10% until full payment is made, as is customary here, and also to give security therefor.

Whereas all the colonists have each year, sometimes twice, by publicly posted notices been warned that every one must deliver to the director his account in writing, for each year separately, with the necessary vouchers, the defendant nevertheless obstinately remains in default to render his account for the years 1644, 1645, 1646 and 1647, under the penalty provided by the ordinance, and is to pay the balance agreed upon on March 3, 1650, and to give security therefor.

Also, the defendant, last year, on his own authority, appropriated the patroon's tithes, without once notifying thereof the director, much less the commissioners, for which he has forfeited for each morgen 4 schepels of wheat, according to the regulations made by the late patroon in regard to the tithes, in addition to the value of the same.

Furthermore, the defendant has dared daily to have teaming done with the patroon's horses, which were entrusted to him only to do his farm work with, employing thereto one, two and even three horses at a time, as the plaintiff himself has seen, in violation of the ordinance of March 31, 1649.

The plaintiff, therefore, demands that the defendant be con-

demned to render within a specified time an account of his illegitimate gains; that [81v] the halfe of said gains shall be declared to be for the benefit of the honorable patroon and that he alone, without loss to the patroon, shall be required to make good the damage suffered on account of the horses that are stiff, crippled, lame, blind, dead or drowned; the plaintiff maintaining further that the defendant ought to be arbitrarily punished for having misused the property that was entrusted to him; all *cum expensis*.

Also, that the defendant be ordered within a definite time to make a correct return of all the beer that was brewed by him and to pay therefore one guilder per barrel, according to the ordinance of the honorable patroon.

February 14. Jacob Lambertsz, defendant.

Also: Teunis Dircksz
Corn: Segersz
Jan Carstensz
Corn: Teunisz van Westbroeck
Jan Michielsz
Willem Jeuriaensz
Willem Fredericksz
Aert Jacobsz, Jan Helms } Of these, the grain, threshed and unthreshed, was attached.

[82] Court proceedings, February 16 Anno 1651

Teunis Dircksz acknowledges his signature as surety affixed to the contract of sale of the farm of Jan Helms.

Cornelis Teunisz acknowledges his signature as surety affixed to the contract of sale of the farm of Aert Jacobsz.

Andries de Vos, having been requested to act as assistant to the guardians of the orphans of the late Cornelis Maessen, accepts the appointment before the court.

Upon the petition of Andries de Vos, praying to be released [from his contract] regarding the use of the water and the building of a mill in the vicinity of the farm of Thomas Chamber, on

account of the difficulties and inconveniences connected therewith, as shown in a previous remonstrance, his reasons are accepted by us at their face value and admitted to be valid; consequently, *fiat* is entered upon his petition.

Willem Jeuriaensz acknowledges his signature to his contract dated May 7, 1638.

Upon the petition of Jan Thomasz and Volckert Hansz, praying payment of what is due to them by the honorable patroon, the following serves for apostil: If they render a true account, statement and proof of what is coming to them from the honorable patroon, they will be satisfied to that amount in goods of the honorable patroon.

[In the margin is written:] The director appeals from the above decision.

[82v] Court proceedings, March 2 Anno 1651

Jacob Adriaensz summoned to pay land rent of the year 1648.

The term of the lease of the homestead of Casper Jacobsz shall commence at Amsterdam fair [1] anno 1651.

Teunis Dircksz agrees to answer the director's complaint in two weeks, provided that a copy be handed to him.

Cornelis Segersz is likewise granted a delay of two weeks, precisely.

As to the attachment, Cornelis Segersz promises here before the court that he will deliver to the honorable director four hundred schepels of wheat, on condition that he to whom anything shall turn out to be due by settlement of accounts, shall receive it.

In regard to the proposal made the honorable director about the ordinance concerning the depreciation of loose seawan,[2] issued and communicated to us by the honorable general and council of New Netherland, we report that we are forced to follow it, for the reason that otherwise we should draw all the unstrung sea-

[1] September 22.

[2] See *Laws and Ordinances of New Netherland*, p. 115–18.

wan from the Manhatans to the colony, to the considerable loss and damage of the honorable patroon and the inhabitants.

March 7, 1651, the Honorable Director Slichtenhorst attached the threshed and unthreshed grain of [Claes Segersz?] for the payment of the patroon's highest fine.

On the same date and in like manner the director attached the grain of Jeuriaen Bestval and also summoned him in order to secure payment for the years 1649 and 1650.

The 11th ditto, Cornelis Segersz was summoned in his capacity of lessee for the payments as above on account of Claes Segertsz.

[83] Cornelis Segertsz having appeared in court on the 2d day of March aforesaid, after receipt of the complaint brought against him by the honorable director, and having been asked by the plaintiff whether he had answered it, he replied that he did not consider himself sufficiently able to refute the same and requested that for lack of advocates or attorneys a member of the court might be appointed *defensoris loco* to answer the same. The honorable members of the court, therefore, having duly considered the defendant's request and not seen fit to reject it, but on the contrary wishing to grant his just request, have after some controversy and opposition finally ordered and directed Antonio de Hooges to undertake the task. Which the said de Hooges (as in duty bound to their honors aforesaid) has accepted, upon this special condition that he should not become involved in the suit. Whereupon the honorable plaintiff suggested [that he accept the appointment] without prejudice to his honor and oath, which the said attorney promised. Whereupon, as a further pledge, the honorable director and Mons^{r}. Arent van Curler as commissioner have offered him, de Hooges, the right hand, in the presence of

Messrs { Rutger Jacobsz and / Pieter Hertgers } magistrates

[83v] Court proceedings, March 16 Anno 1651

Cornelis Segersz, being once more confronted with the judgment of March 3, 1650, declares and earnestly represents that he has serious objections thereto, and humbly but urgently requests that the question which may result from his account may be referred, not to the honorable masters, who are prejudiced in the matter, but to impartial judges or persons learned in the law, by whose decision both parties may abide.

Which request being taken up and considered by their honors aforesaid, they have decided to allow room for fair play and therefore granted his request.

Presentibus: Mr Brant van Slichtenhorst, director
Arent van Curler, commissioner
A: de Hooges, commissioner and secretary
Rutger Jacobsz, Pieter Hertgers and Jan Verbeeck } magistrates

Gysbert Cornelisz acknowledges that on January 31, 1650, he leased Casteels island for fl. 1910.

What was attached in the hands of Thomas Chamber on account of Claes Teunisz amounts to ..... fl. 134:10–

And after payment of that money on account of Jan Verbeeck ..... fl. 45:–

The honorable director hereupon requests judgment.

Claes Teunisz requests that the money due to him from the honorable patroon be paid.

The director demands payment from Jochem Kettelheym on account of the farm of Jeuriaen Bestval, for so far as his share as principal is concerned.

[84] December 21 Anno 1650

Carsten Carstensen, being asked by the director whether he sold the garden heretofore used by him, situated north of the lot

of Gysbert Cornelisz from Weesop [1] and south of the honorable Company's [ground], as to the ground, the use thereof, or anything else?

Answers, that he sold to Jacob Jansen Schermerhoorn the palisades and the produce that was in it last summer for four beavers, and the hogpen for one beaver, so that he has neither sold nor enjoyed any use or ownership, but only [sold] the produce and building for so far as they were his own.

He says also that when the garden was granted to him, he was a free colonist under contract with the honorable patroon of this colony.

This he has declared to be true, in the presence of:

Monsr. Arendt van Curler
Monsr. Gerrit Vasterick
Monsr. Roelant Savery[2]

At the request of Director Brandt van Slichtenhorst,

Which I certify,

A. de Hooges, Secretary

This day, the 22d of December 1650, Carsten Carstensen has again declared in court that the above statements are true and consequently confirmed them by handshake and true words, instead of an oath.

Which I certify,

A. de Hooges, Secretary

Jan Baerensen, who has had the use of the aforesaid garden before Carsten, declares that he took it by order, authority and consent of Cornelis Tuenisz from Brueckelen, at that time officer of this colony.[3] Testified to, this 27th of March 1651. Which I certify, A. de Hooges, Secretary.

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[1] The same as Weesp, a city near Amsterdam.

[2] He was a glazier; see Appendix II.

[3] At the bottom of the page, in a later hand, is written: "Cornelis Teunisz from Breuckelen, officer of this colony. When?"

[84v] August 18 Anno 1651

With common consent it is resolved to send away some extracts from the court minutes concerning the proceedings between the honorable director and Claes Gerritsz.

The court once more orders Claes Gerritsz to satisfy the judgment of August 20, 1650, within six weeks after notice hereof is served, under the penalty of two pounds Flemish.

Whereas question has arisen between Director Slichtenhorst and Domine Megapolensis in regard to the account between them and the payment thereof, Domine Megapolensis is kindly requested this coming autumn to come to the colony of Rensselaerswyck at the expense of the honorable patroon and the co-directors, in order to preach God's Holy Word and administer the sacraments and among other things to settle the aforesaid account and question and pay according to his ability.
Rensselaerswyck, August 18, anno 1651.

[The director,
Slichtenhorst?]

[85] This day, the 18th of August anno 1651, Hendrick Reur from Munster is engaged as court messenger for the period of one year, to acquit himself faithfully of his duties, for which he is to receive a salary of one hundred guilders a year and in addition thereto fees for citations and arrests.

And Hendrick Reur has by shaking hands with the director, instead of taking an oath, promised before the court that he will faithfully conduct himself.

[The rest of the page is blank.]

[85v] Extraordinary session, September 6, 1651

As to the question which has arisen between Pieter Bronck and Joost Teunisz from Norden;

Whereas, on receiving an order on Jan van Bremen, Joost Teunisz turned over to Pieter Bronck the obligation between

them, which amounts to giving a receipt, but whereas Joost Teunisz has not yet received the fifty guilders, owing to the fact that to this date he has not been at the house of Jan van Bremen for that purpose, and we are informed that at the time the order was made out the money was ready, it is adjudged that Joost Teunisz must provisionally seek to recover the amount from the aforesaid Jan van Bremen and in case for some time to come there is no likelihood of payment, Pieter Bronk must secure payment before he may receive the balance of his own account from Jan van Bremen.

As to the costs of the extraordinary session, amounting to fl. 18:10, Joost Teunisz is condemned to pay two thirds, or fl. 12:10, and Pieter Bronck one third, or fl. 6:–

[86] As to the defamation, Joost Teunisz declares before the court that he has nothing to say against Pieter Bronck that reflects on his honor or virtue, if he only gets his pay.

As to the calling of names, which Joost had no right to, as he should have let the court settle their difference, he is condemned to make reparation by paying a fine of eight guilders to the director and two guilders to the poor.

As to the matter in dispute between Jacob Jansz Flodder, plaintiff, and Hendrick Andriesz, defendant, the court has thought best to call in two impartial person to examine the boards and to determine whether they are merchantable, or not, to which purpose are appointed the following persons, namely: Mr Abram Pietersz [1] and Harman Bastiaensz, who are to make their report to the court, which shall then adjudge the matter as it shall see fit.

Whereas Jacob Jansz Flodder sold a certain quantity of boards to Hendrick Andriesz, which were to be merchantable and now form the subject of a dispute because the delivery is said to have taken place out of season, the honorable court has thought fit to refer the matter to Harman Bastiaensz and Willem Fredericksz Bout, to examine said boards and to determine

[1] Abraham Pietersz Vosburg.

whether they are merchantable, or not. The persons aforesaid having declared before the court that some of the boards are not merchantable, the honorable court have decided and adjudged that in their opinion Jacob Jansz Flodder is bound to take back the boards and Hendrick Andriesz is ordered to return said boards at his expense to Jacob Jansz Flodder, or to make payment therefor. The costs of convening the court in extraordinary session are to be paid by Jacob Jansz. Done *in collegio*, the 6th of September 1651.

By order of the director and council of the colony of Rensselaerswyck, in [their] absence.

[86v] Court proceedings, September 7 Anno 1651

Cited are:

First default
- Claes Teunisz
- Marten Hendricksz
- Evert Pels
- Thomas Keuningh

Extraordinary session, 9 ditto, 1651

- Evert Pels
- Marten Hendricksz

Court proceedings, September 14 Anno 1651

The judgment of August 20, 1650, concerning Claes Gerritsz, being read to Cornelis Segersz, he declares that he has made no payment, whereupon the director levies an attachment.

Cornelis Cornelisz van Voorhout cited to pay:

For the rent of the year 1650 ..... fl. 100:–
For tithes ..... fl. 15:–
For [ ] ..... [ ]
1 [ ] ..... [ ]

6

For [ ] pair [ ] ..... fl. 30:–

He promises to pay the same at the first opportunity.

Default [87] Thomas Chamber and Claes Teunisz } cited

First default Teunis Cornelisz

Evert Pels and Martten Hendricksz being summoned to appear in regard to payment for the brewery and their note of March 15, 1650, acknowledge their signature and debt and promise at the first opportunity to make some payment according to their ability.

Claes Gerritsz has cited the honorable director.

Claes Gerritsz is arrested by the honorable director [to remain] within the [limits of the] colony, under penalty of the lord's highest fine.

Upon the petition of Pieter Bronck for permission to have a suitable house erected for tapping purposes, for which he has had a quantity of lumber piled near his house, the director asks that in accordance with the instructions from the honorable guardians but two taverns be allowed. Whereupon, the court having heard the said instructions read, it is unanimously decided that for the convenience of the public [the petition of] Pieter Bronck [shall be granted], whereupon the director [has withdrawn his request].

[87v] Thomas Chamber again cited to appear on Thursday next.

Court proceedings, September 28 Anno 1651

Cited:

Second default. { Evert Pels
Marten Hendricksz

Thomas Keuningh
Sander Leendersz

Second default Claes Gerritsz
Teunis Cornelis

Attachment of money due to Claes Gerritsz by Broer Cornelis.

Agreed together.

Willem Fredericksz caused Cornelis de Vries to be summoned.

Claes Cornelisz suffers his first default.

Rutger Adriaensz caused Claes Cornelisz to be summoned.

Evert Pels and Marten Hendricksz acknowledge their signatures to the note, one dated March 14, 1650, amounting to..... fl. 2200:–
the other the 15th ditto, in the sum of. fl. 200:–
[Interest?] ..... fl. 96:–

fl. 2496:–
For expenses 5:8–

Total due ..... fl. 2501:8–
In addition, Marten has received personally 35:–

fl. 2536:8–

[Two lines destroyed.]

[88] to pay the third part within one month after the date hereof and the balance in February of the year 1652.

Thomas Chamber complains that Adriaen Dircksz from Bil[1] refuses to serve out his term and wastes and neglects his time, claiming to be free, contrary to the contract signed by him, dated March 24, 1651.

Adriaen Dircksz acknowledges his signature to the contract. He says that he does not want to stay with Thomas Chamber, to whom he is bound.

For the maintenance of good order and justice and to curb the refractory spirit and intolerable insolence of the indented servants,

[1] 't Bildt, in Friesland?

it is adjudged that Adriaen Dircksz shall *de facto* be taken into custody by the officer and for the space of fourteen days be kept on bread and water at his own expense and that Thomas Chamber may at the expense of said Adriaen hire another servant to take Adriaensz Dircksz's place.

Jochem Wessels requests a lot to build thereon and to support himself by baking. Granted on condition that he contracts to . . . [one or two lines destroyed].

[88v] Claes Gerritsz says that the director used violence against him.

The director demands once more that Claes Gerritsz within a short time satisfy the judgment against him, or pay the damages specified in the complaint and give security therefor, or have his person taken into custody. Likewise, as to the fines, that he give security or be placed in confinement.

[The defendant is] to make answer on the next court day.

Claes Gerritsz declares here before the court that Ruth Jacobsz did not know of the judgment of August 20, 1650, as the man says.

Court proceedings, October 5 Anno 1651

Citations:

Claes Cornelisz cited by Rutger Adriaensz

Third default

Claes Teunisz, Teunis Cornelisz and Jan Michielsz cited by the director in regard to question arisen between Rutger Adriaensz and Claes Cornelisz

As to the defamation, Rutger shall [ ] provided that according to the debt Claes pay to Rutger [ ] one beaver [ ] according to [ ]

[About two lines burned off.]

[89] This is the account between Rutger and Claes:

Claes debit to Rutger		Credit	
One beaver for a fur cap	fl. 8: –	This is paid according to agreement about a wagon	fl. . .
For two citations.....	1: 4	and according to debt.	1: 1
And the [extract from the] minutes	–:12		fl. 1: 1
	fl. 9:16		
	1: 1		
Remains [to be paid]	fl. 8:15	*cum expensis.*	

Jan Michielsz acknowledges that he owes the patroon fl. 85. The director asks judgment against him and interest, all *cum expensis.*

Jan Michielsz is condemned to pay the eighty-five guilders promptly within two months after date.

Teunis Cornelisz cited for the third time to pay the sum of fl. 1000, with interest, according to valid account.

It is maintained that he must purge himself of his defaults and give security before he can be heard and that then judgment ought to be given against him, *cum expensis.*

The court, per superabundance, grants a fourth and peremptory citation.

Claes Gerritsz having been ordered by the court to make answer this day and having remained in default, said Claes Gerritsz is ordered once more, peremptorily, within the space of eight days, to satisfy the judgment demanded by the plaintiff, to wit, to state precisely how much he has traded each year and to pay the damages mentioned in the aforesaid complaint, under penalty of judgment by default, and to bind his person and property as security for the judgment, without prejudice to the director's further claims and demands.

[89v] Through the mediation and upon the persistent request of certain petitioners, Adriaen Dircksz, a prisoner, is this day,

the seventh of September, graciously released from confinement, on condition that he, Adriaen Dircksz, promises to perform his duties faithfully and in all obedience, without in any wise acting sullenly, or opposing his master in whose service he is, and to serve out his bounden time, under penalty of double punishment, as the case may deserve, all *cum expensis*.

October 12 Anno 1651

Jan Baerentsz having asked the court for an extension of his lease on account of the excessive expenses incurred on his farm, we, having noted his diligence and the good progress made by him and considering such persons to be extremely useful here, have consented to have his lease prolonged or extended for the period of four or six years, at his option.

[90] Extraordinary session, October 18 Anno 1651

Whereas Rutger Jacobsz has more than once urgently requested to be discharged from his office of magistrate (*Gerechts Persoon*) and presented the reasons which move him to do so, we, desiring to oblige him in the matter, have to fill his place and office first urged Monsr. Johan Baptista van Rensselaer to allow himself to be prevailed upon to take his place and finally obtained his honor's consent thereto. In confirmation of which his honor has by handshake with the director and with the approval of the commissioners (*gecommitteerden*) been confirmed and installed in said office.

Which I certify,
A. DE HOOGES, Secretary

On the date above written, Adriaen from Alckmaer has agreed that for a certain house standing to the north of Fort Orange, heretofore built by a savage named *den Uyl*,[1] through pressure brought to bear upon us by virtue of their superior

[1] The Owl. His Indian name was Stichtigeri.

strength, he, Adriaen, would pay yearly one beaver to the agents of the honorable patroon and the co-directors, submitting himself hereby to the court and the laws of the colony. In witness of the truth, this is signed by Adriaen aforesaid with his own hand.

By me, ADRIAEN PIETERSZ VAN ALCKMAER

Which I certify,

A. DE HOOGES, Secretary

The lease commences at Easter of this year, 1651.

[90v] Court proceedings, October 19, 1651

Thys Baerentsz admits his debt shown on folio 43 of the "Book of Monthly Wages," amounting to three hundred and forty-one guilders, fourteen stivers, whereupon the director demands judgment against him, with the accrued interest.

Thys Baerentsz is granted a delay of six weeks in which to make payment, under penalty of execution.

Thomas Keuningh being cited by the director to pay for the half of a bull, amounting to the sum of fl. 35 in beavers, toward which fl. 10 is credited to him, the director asks that he be condemned to pay.

Thomas Keuningh is ordered to pay within the space of one month after this date.

As to the question which has arisen between Jochem, the baker, and Jacob Luyersz, it is ordered that Jacob Luyersz shall immediately fulfil his contract with Jochem and that each of them shall produce his evidence as to the difference between them on Thursday next, on which day they are this day summoned to appear.

Jan Michielsz having heretofore been summoned to pay fl. 251, is ordered . . . [two lines destroyed].

[91] Gillis Fonda earnestly requests permission to support himself by distilling liquor in the Greenen Bos, in the house belonging to Evert Pels, next to the brewery. His request is

granted on condition that he enters into a contract in regard to the duties to be paid to the honorable masters.

Extraordinary session, October 21 Anno 1651

Resolved and therefore ordered and decided that all the inhabitants of this colony residing round about and near the village (*byeenwooninge*) shall be held on Thursday next, being the 26th of this month, to make ready at their expense to cut down the underbrush in the thicket behind the fort, from there to the third kill, along the hill, and to remove said underbrush, each one for himself, in order to prevent many accidents and inconveniences, in the interest of all.

[91v] Court proceedings held on October 26 Anno 1651

Whereas on the last court day, as a special favor, it was proposed that Claes Gerritsz submit the differences between him and the director to the decision of impartial men and whereas the appointed day has now arrived, the parties have agreed to refer their question to neutral persons, two to be appointed by each, on condition that if the authorized agents can not agree, the former claims shall remain intact and that the decision must be rendered peremptorily within the space of eight days.

Jochem, the baker, and Jacob Luyersz, cited by the director.

Jacob Luyersz declares that Jochem struck him with a piece of wood, which blow he warded off with his arm. Also, that he had a biscuit knife in his hand, with which he threatened him, Jacob, in the house of Hendrick, the baker, and that he called him a dog.

Jochem declares that Jacob drew a knife on him first.

Claes Cornelisz admits that he owes Tys Baerentsz one hundred guilders to date and no more.

First default The director and Gerrit Vasterick have cited Evert Pels.

[92] Court proceedings, November 2 Anno 1651

Dirck van Schelluyne, appearing before this court as the attorney and the authorized agent in the case of Michiel Jansz, has first of all exhibited and produced in court his appointment and commission as a notary, dated April 8 Anno 1650, which being carefully examined and read by us is found to be duly, firmly and bindingly authenticated in the name of their High Mightinesses by the honorable secretary Cornelis Mus[1] and confirmed by the signatures of their High Mightinesses aforesaid, so that we properly recognize him as such.

Cryn Cornelisz and Hans Jansz from Rotterdam requesting permission to erect a saw mill on a certain kill situated on the west side of the river, a little north of Beeren island, their request is granted on the same conditions as other mills, provided they submit themselves to the government and judicature of this colony.

[92v] Aert Otterspoor having been summoned by Jan, the smith, about defamation, says and declares before the honorable court that if he has slandered said Jan (which he does not know), he is sorry. *Cum expensis.*

The compensation for expenses is fixed by the court at three guilders.

[93] Extraordinary session, November 4 Anno 1651

The honorable court of the colony of Rensselaerswyck, having seen and examined and carefully considered all the documents in the proceedings carried on between Director Brant van Slichtenhorst, as plaintiff, on one side, and Michiel Jansz, as defendant, on the other side, with the continuation thereof by Notary Dirck Schelluyne, as attorney, have adjudged and decided, as they hereby do adjudge and decide, that the defendant, or his sureties in the matter, shall tender and pay to

[1] Cornelis Musch. The commission is printed in *Documents relative to the Colonial History of the State of New York*, 1:384.

the honorable plaintiff the sum of two thousand nine hundred and fifty-four guilders, and eleven stivers, the receipt of which, clear, by balance of accounts, the defendant (as appears by his signature), has acknowledged in court. The just half thereof, that is, fourteen hundred and seventy-seven guilders and five stivers, eight pence, the defendant, or his sureties, are ordered to pledge within the space of six weeks after the date hereof.

Likewise, for three horses received by him, which the defendant took with him at his departure [from the colony], valued at one hundred and fifty-six guilders and ten stivers each, amounting to the sum of four hundred and sixty-nine guilders, ten stivers, the defendant, or his sureties, are ordered to pledge the amount aforesaid as above.

As to any further lawful claims which the defendant may have aside from the liquid assets mentioned in his aforesaid account, he is once more ordered to present proof thereof before the first of May anno 1652, under penalty of judgment by default, and in case upon examination by the court said claims are found to be properly proven, they will be credited to the defendant's account.

Furthermore, the defendant is condemned in the sum of thirty guilders for the costs of this extraordinary session.

Done in the colony, this 4th day of November anno 1651.

By order of the honorable court,

A. DE HOOGES, Secretary

[93v] Court proceedings, November 9 Anno 1651

[Blank space.]

Extraordinary session, November 10 Anno 1651

The honorable director and Claes Gerritsz having heretofore chosen Mr Johannes Dyckman and Mons^{r}. Dirck Schelluyne as arbitrators on the part of the director and Andries Herbertsz and Willem Fredericksz as arbitrators on the part of Claes Geritsz,

they on this day, the date above written, appeared to settle the differences between them and in view of the limited powers of the arbitrators have jointly and severally agreed and contracted to settle all the questions and differences which have thus far arisen between them out of court and to place them entirely [94] into the hands of the aforesaid arbitrators, on condition that each party shall waive all right of exception or whatever may in any wise conflict with the full power of attorney given by him, under penalty if either of the principals should violate this agreement or object to the decision or award of the arbitrators of forfeiting the sum of seventy-five guilders to the poor; for the fulfilment of which they bind themselves according to law. But with this exception and reservation that if the authorized agents can not agree or compose the differences, that then all former judgments and writings regarding the aforesaid differences shall stand and remain intact. In witness whereof the principals have confirmed and ratified these by their signatures. Done in the colony of Rensselaerswyck, the year and day above written.

B. v. SLICHTENHORST

The mark × of CLAES GERRITSZ, made with his own hand.

In the capacity aforesaid the authorized agents have found and awarded, as they hereby do find and award, as follows:

As to the forbidden trade carried on by Claes Gerritsz, he shall pay therefor to the director the sum of one hundred guilders, at twenty stivers apiece, once, and [94v] no more.

Secondly, as to the unlawfully traded furs and the contraband goods found in the possession of said Claes Gerritsz, it is decided that they shall remain confiscated and forfeited for the benefit of the honorable director in his official capacity.

Finally, as to the insulting and slanderous remarks addressed by Claes Gerritsz to the person of the honorable director, it is decided that by way of fine the said Claes Gerritsz shall within the space of 14 days from the date hereof turn over and pay once for all the sum of twenty five guilders for the benefit of the poor and a like sum to the honorable director.

Furthermore, he shall admit to the director that he did wrong. All with the costs of the extraordinary session and this arbitration.

Wherewith all the disputes which to this date have arisen and occurred between the parties are finally disposed of and settled, the parties on both sides being for ever after enjoined from taking any legal or extrajudicial action in the matter. Thus done by the authorized agents on the date above written. In witness whereof they have hereto affixed their signatures.

JOANNES DYCKMAN
D. V. SCHELLUYNE
1651
ANDRIES HERBERTS
The mark of × WILLEM FREDERICKSZ, made with his own hand

[95] In accordance with the aforesaid arbitration, Claes Gerritsz has by handshake, in the presence of the aforesaid authorized agents, acknowledged to the honorable director that he has done wrong. Date above written.

Which I certify,
A. DE HOOGES, Secretary

Court proceedings, November 16 Anno 1651

The following were cited:

Hans, first default. Hans Jansz from Rotterdam cited by Evert Pels

Adriaen de Vries and Evert Noldingh cited by the honorable director

Uylensp: default. Claes Uylenspiegel cited by Mr Dyckman

The honorable director, plaintiff, against Evert Noldingh, defendant.

Whereas the defendant has committed a criminal offense by striking Adriaen Dircksz in the face with a pair of tongs, thereby completely smashing his nose and mortally wounding him, without any reason or occasion for it in the least, which serious crime in a land of justice may not remain unpunished; therefore, the

honorable director demands that he shall be arbitrarily punished and in addition be condemned to pay a fine of fl. 300, or be put to hard labor, according to the ordinance, *cum expensis.* And furthermore, that he shall give security for the satisfaction of the judgment, or be placed under arrest. [Two lines burned off.]

[96] It is resolved and decided that on every court day the bell shall be rung, in order that every one may know the time when the court convenes.

Court proceedings, November 23 Anno 1651

It is resolved and ordered that on the 28th of November of this year, being next Tuesday, every inhabitant of this colony shall take the burgher oath, according to the formulary.[1]

Citations:

Mr Dyckman causes Claes Uylenspiegel[2] to be cited.

Claes Uylenspiegel — Cornelis Cornelisz van Voorhout.

The honorable director — Jochem, the baker.

Mr Dyckman requests that the wages earned by Jan Weble[3] be deposited with the court, until proper liquidation.

Upon the petition of Adriaen Jansz, schoolmaster,[4] the following apostil is entered:

The petitioner is granted for this current year, from now on, without thereby establishing any precedent, in alleviation of his house rent, out of the emoluments of this colony, the sum of fifty guilders, once.

[96v] Court proceedings, November 30 Anno 1651

The honorable director causes Jochem, the baker, and Jacob Luyersz to be cited.

Jan Michielsz — Claes Uylenspiegel.

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[1] For the form of this oath and the names of the persons who took it, see O'Callaghan, *History of New Netherland*, 2:176.

[2] Claes Teunisz, *alias* Uylenspiegel, meaning the wag, or joker.

[3] This name is not identified. Perhaps intended for Jan Wemple.

[4] Adriaen Jansz van Ilpendam, who on February 2, 1655, petitioned the court of Fort Orange and Beverwyck for the exclusive right to keep day and night school. He was apparently in the colony on November

Teunis Dircksz cited and his property attached at the request of the director.

Jeuriaen Bestval cited and his property attached at the request of the director.

Property of Claes Segersz attached.

Property of Evert Pels attached.

Property of Cornelis Cornelisz van Voorhout attached.

This day, Mr Joannes Dyckman, assisted by Jean Labatie, Jacob Jansz Stol and Pieter Ruyverdingh, delivered to the court a writ of appeal signed by the Honorable General P. Stuyvesant, dated November 20, 1651.

Jacob Luyersz denies having drawn a knife on Jochem, the baker.

The court having heard the parties, to wit, Jochem, the baker, and Jacob Luyersz, and having duly considered everything, condemn the said Jochem, for striking [Jacob Luyersz] with a piece of wood, to pay fl. 10, and [the said Jochem] as well as Jacob Luyersz for drawing knives, to pay each a fine of fl. 10.

Willem Jeuriaensz being asked in court whether he is willing to carry out the contract entered into with Jan van Hoesen, dated January 30, 1650, he answers, No.

28, 1650, and was probably engaged as schoolmaster not long after September 9, 1650, when the court of the colony passed the following resolution: "Whereas the Honorable director, the commissioners and councilors of the colony are earnestly requested to provide the inhabitants with a competent schoolmaster and to appoint one, and recognizing the need thereof and that such appointment would tend to the uplift of a well ordered republic; therefore, having duly considered the same, we have in the first place, of our own free will chosen and appointed as curators and commissioners for the building of a suitable school, the securing of a voluntary contribution from these inhabitants thereto, and the supervision and administration and authority over the same, their honors, Monsr. Arent van Curler and Goossen Gerritsen, who are hereby authorized thereto and also voluntarily accept the same. Done in the colony of Rensselaerswyck, this 9th day of September Anno 1650. (Signed) B. v. Slichtenhorst, A. de Hooges, Rut Jacobsem. A. van Curler, and the mark X of Goossen Gerritsz, made with his own hand. ("Leases and Contracts," 1648–52, p. 19, Rensselaerswyck Mss.)

[97] Court proceedings, December 7 Anno 1651

The following citations were made:

Jacob Aerts caused to be cited		Evert Pels
The honorable director	"	Jochem Kettelheym
"	"	Willem Jeuriaensz
"	"	Jeuriaen Bestval
"	"	Evert Pels
Teunis Dircksz and Kees Schoester,[1] on the part of the minor children	"	Jacob Aertsz, wagoner
Mr Dyckman	"	Corn. Cornelisz van Voorhout

Jacob Aertsz, acknowledging his debt for the purchase of goods belonging to the estate of Cornelis Maesz, deceased, amounting to the sum of fl. 65:12:8, is ordered promptly to pay the aforesaid money with the interest thereof at the rate of one penny in sixteen to be reckoned from Shrove Tuesday 1649.

Jeuriaen Bestval and Jochem Kettelheym are hereby peremptorily and strictly ordered promptly to pay the arrears of money next Thursday, or to furnish two sufficient sureties, or, in default thereof to go to debtor's prison.

Willem Jeuriaensz acknowledges his signature affixed to the contract dated May 7, anno 1638.

[97v] December 11, anno 1651, the director, on account of the crime committed [by Huybert Jansz], attached all the money in the hands of Monsr. van Curler which is due to Huybert Jansz by Monsr. van Curler.

Court day held on December 14, 1651

The 7th ditto, [the director?] caused to be cited the guardians of the children of the late Cornelis Maessen;

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[1] Cornelis Teunisz van Westbroeck, one of the guardians of the minor children of Cornelis Maesz van Buren. See *Van Rensselaer Bowier Mss*, p. 181.

Default also, Claes Segersz, Jeuriaen Bestval and Jan Reyersz.
Default ditto, Pieter Bronck had Aert Otterspoor cited
Default ditto, Aert Otterspoor ——— Jan van Bremen
Default Gysbert aende Berch and Claes, his brother
Default Jochem Kettelheym and Jeuriaen Bestval

Aert Jacobsz and Cornelis Teunisz, as surety for the aforesaid Aert Jacobsz, cited to acknowledge or deny their signatures affixed to the contract dated August 16, anno 1649.

Jan Reyersz admits the debt for goods received from the estate of the late Cornelis Maessen. Is therefore condemned to pay, the same as others.

The director attached fl. 500 in the hands of Jan Reyersz, due to Ryck Rutgersz.

This judgment was read to Aert Jacobsz and Corn: Teunisz on the 21st ditto.

Aert Jacobsz and Cornelis Teunisz acknowledge their signatures affixed to the aforesaid contract and Aert, or the surety, is condemned to pay within six weeks the two years' rent due for the years 1649 and 1650 according to the contract, under penalty of execution, [98] and the remaining rent next Easter anno 1652, Aert, or his surety being likewise condemned to pay this.

The director has notified Aert Jacobsz of the cancellation of the lease of the nearest farm at Bethlehem, heretofore occupied by him, with order to leave the same next spring, anno 1652, unless he, or his surety, promptly turn over and pay the arrears of rent, tithes, recognitions, etc., according to the contract.

Aert Jacobsz and Cornelis Teunisz van Westbroeck cited to appear on the 21st of December anno 1651.

Court proceedings held the 21st of December Anno 1651

Whereas Hendrick Westerkamp, contrary to the published ordinance, on the 18th of this month had Jan Baerentsz and Claes, the Brabander, haul firewood, and Hendrick admits having been warned by Jan Baerentsz, after which he had four more

sleigh loads hauled, he [and the] drivers are condemned according to the ordinance.

[ ] February, this notice was served on the said persons. B. v. Slichtenhorst, Director

Whereas Jan Baerentsz and Jan Reyersz complain that Claes Andriesz troubles them about some money which he claims to be due, they are hereby, under penalty of the lord's highest fine, enjoined and forbidden from troubling each other any more, without prejudice to each person's rights.

[98v] Court proceedings, January 4 Anno 1652

Cited at the request of the director:

Ryck Rutgersz
Kees Schoester
Lucas, the brother-in-law of Jan Thomas
Aryen, the servant of Cornelis Vos
Gysbert aenden Berch
Claes, his brother

Ryck Rutgersz acknowledges his debt on folio 76 of the director's book, amounting to fl. 944, whereupon the director demands judgment against him, without prejudice to any further claims or right which Ryckgert may have.

The court orders Ryck Rutgersz, if he has any counter claims, to produce them within the space of fourteen days and after previous and proper inspection of them to liquidate accounts and furnish sufficient sureties for the payment, or else to go to debtor's prison.

This was read to Ryck Rutgersz.

Whereas Claes Cornelisz, being the servant and brother of Gysbert aende Berch, last year, on a Sunday, came to the house of the director and in a spiteful tone said that he "would get his pay" from Gysbert, even if the director and the gentlemen of the court were standing by, which actually did happen and can not be tolerated in a land of justice, the honorable plaintiff concludes that the guilty party is therefor in the highest degree liable

to arbitrary punishment, as an example to others, irrespective of his right to recover what is due to him, all in conformity with the former ordinances and the plaintiff's duty, *cum expensis.*

Gysbert Cornelisz admits that he has taken some grain for his brother Claes and delivered it.

Gysbert acknowledges his indebtedness in the sum of fl. 1981, as per folio 44 of the director's book, but as to the fl. 540 for the number of morgens received he claims that it is sufficient for him to make restitution at the expiration of the lease according to appraisal.

[99] The court order Gysbert aenden Berch, if he has any counter claims to make with reference to the fl. 1981, or other accounts, to produce them without fail within eight days after this date and then after previous and proper examination to liquidate accounts and furnish sufficient sureties for the payment or go to debtor's prison.

It is decided that a copy of the director's complaint shall be handed to Cornelis Teunisz van Westbroeck to make answer thereto on next Thursday and to furnish sureties for the satisfaction of the judgment.

The director concludes that whereas Lucas, the brother-in-law of Jan Thomasz, and Aryen, the servant of Cornelis Vos, on the yacht of Willem Albertsz have beaten said Willem over the head till he bled, knocking off some pieces of skin, they have each forfeited the sum of fl. 25, for which they must give security.

It is resolved that the heavy cannon belonging to the honorable masters, being two in number and lying in the fort, shall from there be brought back to the colony.

It is agreed that Steven Jansz shall receive his wages at fl. 20 a month, clear, and that he shall not be charged for board at the places where he has worked.

Whereas Claes Cornelis, the brother of Gysbert aende Berch, in spite of the prohibition and arrest, has taken and appropriated to himself some grain, in contempt of this honorable court, and in addition has heretofore used these insulting words, namely,

that "he would get it, even if the director and the other gentlemen were standing near," which is intolerable in a land of justice, he is condemned to pay a fine of fl. [ ], for which he is to furnish sureties, the ordinances remaining in force. *Cum expensis.*

[In the margin is written:] This sentence was rendered on January 11, 1652, and entered here by mistake.

[99v] Court proceedings, January 11 Anno 1652

Citations:

Teunis Cornelisz
Willem Albertsz
Lucas, the brother-in-law of Jan Thomasz
Adriaen, his mate
Gysbert aende Berch
Claes, his brother

Willem Albertsz says that he was beaten by Lucas first, before he took the sword from its place.

What Teunis Cornelis acknowledges he owes according to folio 74 of the director's book, amounts to the sum of.....	fl. 1280:11:–
His credit account as above amounts to....	fl. 616:15:12
So that he remains indebted.....	fl. 663:16:12
For counter claim on account of inconvenience of the house, hauling logs, etc., is deducted	fl. 100:–
Balance to be paid.....	fl. 563:16:12

Except the straw and the four beavers paid on account of the patroon for covering the hay barrack.

Whereas Teunis Cornelisz at the aforesaid liquidation of accounts asks permission to pay the aforesaid sum in instalments, permission is granted him to pay the money promptly in three

payments, the first one month from this date, the second a month later and the third likewise after one month, making in all a period of three months, payment to be made in good currency or merchandise within the space of 14 days, for which he is to bind himself and furnish sureties, under penalty of execution.

[100] Robbert Vasterick offers himself as surety for Lucas, the brother-in-law of Jan Thomasz, and his comrade Aryen, in the actions brought against them to this day by the honorable director in the matter of Willem Albertsz, namely, on account of the fight.

Upon the petition of Cornelis Teunisz van Westb[roeck] the following apostil is given: The petitioner is granted a delay of eight days, provided he give security for the satisfaction of the judgment before instituting his defense. Done in the colony of R:Wyck, this 11th of January 1652. Was signed: To my knowledge,

A. de Hooges, Secretary

Court proceedings, January 18, 1652

The honorable director caused to be cited:

Tys Baerentsz
Robbert Vasterick
Willem Albertsz
Hans Jansz from Rotterdam

Tys Baerentsz being cited with reference of the judgment of October 19, 1651, is once more and peremptorily ordered and commanded to pay the money mentioned therein within one month after this date, under penalty of being put upon the limits, or to give security therefor.

Hans Jansz from Rotterdam denies that he fought with Jacob Flodder, much less that he drew a knife.

Upon the complaint of Evert Pels and in view of the ordinance of November 16, 1651, on account of lost time and abuse and contempt of court, Hans Jansz from Rotterdam is condemned

to pay a fine of twenty guilders, without prejudice to the claim of Evert Pels.

The court having considered the complaint of the honorable director against Willem Albertsz, on the one side, and Lucas, the brother-in-law of Jan Thomasz, and Aryen, the servant of Cornelis Vos, on the other side, and heard the parties and the witnesses, have condemned Willem Albertsz and Lucas aforesaid each to . . . [one or two lines destroyed].

[100v] Ryck Rutgersz is once more ordered to comply with the ordinance of January 4, 1652, under the penalty as above.

Jan van Hoesen is from this date granted the lot of Willem Jeuriaensz, provided that he, Willem, shall remain in his house as long as he lives or the occasion requires.

Cornelis Teunisz van Westbroeck offers his house and effects as security for the judgment in regard to the complaint of the honorable director.

Court proceedings held on January 25 Anno 1652

Upon the petition of Evert Pels, containing a request for the lot next to the garden of Gysbert, the tavernkeeper, it is decided as follows:

1 The petitioner's request for the lot and horse mill is granted.

Gysbert [aende Berch] is authorized to draw [logs] for the petitioner during eight days, but not to use any mares.

Upon the petition of Reyer Elbertsz, praying that he may be permitted to burn brick, it is decided to make the following apostil: The petitioner is granted permission to try if it will succeed, in which case a formal order on the subject will be made, but that the place, etc., will be shown him.

Whereas heretofore a lot was granted to the poor in full ownership, next to the lot of Sander Leendersz, it is decided that the same shall . . . [one or two lines destroyed].

[101] 2 Jeuriaen Teunisz, glazier, is granted a lot between Gysbert Cornelisz, the tavernkeeper, and the land of Thomas

Jansz, which will be shown to him, provided that the lease is to commence next Easter.

The honorable director having represented that Dirck Jansz is bound to submit to the court an invoice of the goods imported by him into the colony and the court finding that much trouble may arise from such importations, it is resolved and decided that Dirck aforesaid shall [be required to] take the burgher oath and that the house which was built by Harmen Bastiaensz and the said Dirck shall be transferred to Dirck's name, on condition that he enter into a contract and pay the duties to the honorable masters.

1652
26 January

Jochem Wesselsche, baker, is hereby expressly ordered and commanded within the space of eight days from this date to have the lumber and the hog-pen lying and standing on the lot of Jan van Hoesen removed from said lot to the lot assigned to him, under penalty of having the director order it done at their expense and to his profit. Likewise, the said Jochem, his wife and the members of the family are strictly enjoined from assaulting, molesting or troubling Jan van Hoesen or his family in any way by word or deed, under penalty of fifty guilders, in addition to the ordinary fine. The same injunction is issued to Jan van Hoesen and family with regard to Jochem Wesselsche.

[101v] Court proceedings, February 1 Anno 1652

Citations:

By the director:

Jochem Wesselsz and his wife

Tys Baerentsz

By Pieter Bronck:

Paulus Thomasz

Paulus Thomasz admits that he owes Pieter Bronck fl. 165:16.

Pieter Bronck asks judgment and security for the payment.

Paulus Thomasz being asked in court by the honorable director on what conditions he and Jan van Bremen, Pieter Teunisz, Compeer [1] and others were to take up and possess the land promised to them at Catskil, answers that they were to use the land for ten years free from any taxes, but that at the expiration of the ten years they were to pay tithes, whereupon they took the oath of fidelity before and to Mr Dyckman.

The above, Paulus Thomas declares by handshake and on the truth of a man, instead of under oath, before the director, to have thus taken place.

[102] Mr Johannes Dyckman, appearing in court with the request that he may be permitted to have as much timber cut and hauled as will be necessary for a new house, his request is granted.

3 Jan Baerentsz Wemp requesting permission to have a lot next to the palisades, north of Thomas Jansz, on condition that the lease shall commence at Easter anno 1653, his request is granted provided that the lot shall be pointed out to him and that he must contract like others.

Whereas Jan Baerentsz aforesaid requests that the half of the increase of the cattle may belong to him in full ownership, as mentioned in his contract, it is resolved and decided to let him have the same.

4 Hendrick Reur is granted the lot next to that of Jeuriaen, the glazier, on condition that he shall make a contract like others, the lease to commence Easter anno 1653.

5 Steven Jansz is granted the lot next to Hendrick Reur. The lease commences Easter anno 1653.

6 Jacob Simonsz Klomp is granted the lot next to Steven Jansz. The lease commences Easter anno 1653.

7 Marten Hendrick Verbeeck [is granted the lot] next to Jacob Simonsz. The lease commences as hereinbefore stated. He shall support himself by brewing.

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[1] Thomas Higgins.

[102v] Whereas the honorable director on the one side and Jan Thomasz and Volckert Hansz on the other side by way of compromise have heretofore referred their mutual differences to the decision and award of the honorable guardians in the fatherland [1] and to this date have received no information or decision, the parties hereby mutually release each other from the aforesaid compromise, their difference remaining in the same state as before and intact, just as if no submission [to the guardians] had taken place.

Court proceedings, February 8 Anno 1652

Cited by the director:

Ruth Jacobsz, about payment or restitution of 64 schepels of wheat.

Thomas Sandersz, smith.

Pieter, the Frenchman.

The honorable director, plaintiff, against Thomas Sandersz, smith, and Pieter, the Frenchman, defendants.

Whereas on the first day of February of this year they presumed to fight with each other with knives, with the result that Thomas aforesaid was wounded in his left arm, the honorable director concludes that each of them, by virtue of the ordinance, has incurred the penalty of fl. 300, for which they are to be put on the limits.

[103] Peremptory order is issued by the court that both parties, Thomas Sanders as well as Pieter, the Frenchman, must present their evidence by Thursday next.

Mr Dyckman proposes the question whether the gentlemen of the court did not promise him copies of the deeds of purchase and conveyance of this colony?

Answer: Yes.

Asks: Why, then, they were not exhibited?

Is informed that an answer thereto was given.

Mr Dyckman, having a placard from the Hon. Director General Petro Stuyvesant, proposes to post the same in the fort

[1] Meaning the guardians of Johannes van Rensselaer, the young patroon.

as well as in the colony. Says also that he will show authority thereto from their High Mightinesses and the Company.

The honorable director first requests a copy to examine it.

Mr Dyckman asks and requests permission to publish and post the placard in the colony.

The honorable director again answers, No.

Mr Dyckman says that he will ask it once more and that then . . . [blank].

[103v][1] Extraordinary session, February 9 Anno 1652

Whereas on February 8, 1652, Mr Johannes Dyckman, accompanied by five persons and his assistant appeared before the full assembly and there with much circumstance explained his instructions, reading among other things a placard of the Hon. General Petro Stuyvesant and the Council of New Netherland regarding certain claims to some ground around Fort Orange, and first asked us for permission to post this placard in the colony and then, when according to our duty this was refused, assured us among other things that such was the order of their High Mightinesses, therefore, [be it known,] that we shall first calmly await the order of their High Mightinesses aforesaid and that in case of refusal or lack of remonstrance [on their part] we shall in honor and by virtue of our oath be bound to protest against all damage, mischief or injury which may result therefrom.

And in case, contrary to our expectation, without the approval of their High Mightinesses aforesaid, any placards should be posted within the jurisdiction of the colony, [we promise] that any person who shall tear them down shall at the expense of the honorable masters be released from all costs, loss or damage.

B. v. SLICHTENHORST, Director of the colony of Rensselaerswyck
A. DE. HOOGES, Secretary
A VAN CURLER
J. B. [VAN RENSSELAER]

[1] In the margin is written: A copy hereof was shown to Mr. Johannes Dyckman on Feb. 26, 1652.

[104] The honorable court of the colony of Rensselaerswyck, by virtue of the agreement dated September 28, anno 1650, request Mr Johannes Dyckman in all amity and friendship, according to the tenor of the agreement just mentioned, to restore the three cannon belonging to the honorable masters. Done *in collegio*, this 9th day of February Anno 1652. Was signed:

B. v. Slichtenhorst, Director of the colony
A. de Hooges, Secretary and Commissioner
A. van Curler
J. B. v. Rensselaer
Jan Verbeeck

Whereas Harmen Bastiaensz has the lumber for a house ready at the place assigned to him and in view of the placards lately posted by the Company is reluctant to proceed with the building; the more so as Mr Dyckman on the date underwritten has forbidden him to do so, therefore the director hereby releases him from all demonstrable loss or damage which he may suffer on that account. Done in Rensselaerswyck, this 9th of February Anno 1652. Was signed:

B. v. Slichtenhorst, Director of the colony of Rensselaerswyck

[104v] Extraordinary session, February 12 Anno 1652

Arrested and cited by the director to appear in court this day, at 9 o'clock in the forenoon:

Jan Dircksz van Bremen and
Pieter Teunisz van Brunswyck

The parties having failed to appear after their names had been legally called, the first default is given against them.

The honorable director asks that a second and a third peremptory summons be issued to appear on Thursday next.

The court rules: *Fiat.*

Mons^{r}. Arent van Curler and Mons^{r}. Johan Baptist van Rensselaer attest at the request of the director that Jan Dircksz

van Bremen on December 27 Anno 1651, in their presence, acknowledged his signature to the contract made with the honorable director and the commissioners on the 18th of January of the year aforesaid.

Court proceedings, February 15 Anno 1652

Cited by the director are:

The court, for reasons, has at their request granted them 8 days' delay. First default.

Pieter Teunisz and Jan van Bremen } 2d and 3d peremptory summons

Second default. { Teunis Dircksz / Ryck Rutgersz

The court messenger reports that according to his warrant he served the second and third peremptory summons on Jan van Bremen and Pieter Teunisz and that they accepted them, but replied that they could not appear on this day, [but would appear] a week from this date.

[105] Mr Johannes Dyckman, assisted by Master Abraham Staas, Jacob Jansz Stol, Jan Labatie and Pieter Ruerdingh, assistant, appearing after proper request for admittance, has handed in two placards, addressed to the Commander and those of the jurisdiction of Rensselaerswyck, one of the 27th and the other of the 29th of January 1652, and signed Andreas Johannis Christman, Clerk. Also an extract from the Resolution Book of the Hon. Director General and Council of New Netherland, of Monday, January 29 Anno 1652.

Also the answer to our request for restitution of the honorable masters' cannon, dated February 15, 1652, and signed Johannes Dyckman, Abram Staas and Jacob Jansz Hap.

Upon the petition of Thomas Sandersz it is decided as follows: For reasons set forth in the petition and in order to be accommodating the honorable court have upon his petition reduced the amount of the fine to thirty guilders.

Whereas the question between the honorable director and

Jan Thomasz has been pending in court for a long time and no response or decision has been received from [the honorable guardians in] the fatherland to whom the case was referred, the parties absolutely submit themselves to [the decision of] four arbitrators, of whom each side is to choose two, two to be taken from the court and two from outside the court, to whom they leave the matter completely.

The honorable director chooses from the court, Monsr. J. B. v. Rensselaer, Monsr. van Curler is chosen by them both. Jan Thomasz chooses from the court, Pieter Hartgers.

[105v] Court proceedings, February 22 Anno 1652

Delivered to Mr Dyckman an extract from the deed of conveyance of the colony dated August 6, Anno 1631.

Also, a copy of the grant by their High Mightinesses to dispose of the fief [by will], dated February 5, Anno 1641.

Mr Dyckman having once more proposed the question whether we would consent and approve to have the aforesaid placards posted and published, the honorable director, in the name of the board, has answered: "In no wise, as long as I have a drop of blood in my body, unless you show me first an authorization from their High Mightinesses or our honorable masters." [1]

First default Pieter Jacobsz, Johan Labatie } cited on behalf of the director

Director Slichtenhorst, plaintiff, against Jan Labatie and Pieter Jacobsz, defendants.

The honorable plaintiff, by virtue of the agreement, demands restitution of the patroon's cannon, loaned in good faith, or else claims damages in the amount of fl. 225 for each piece plus lawful damages, because the plaintiff paid the board and wages of Master Steven and Andries de Vos in making the gun carriages and to give security therefor or submit to civil arrest.

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[1] In the margin is written: A copy hereof was shown to Mr. Johannes Dyckman on Feb. 26, 1652.

[106] 2d and 3d citations and failure to appear

Pieter Teunisz
Jan van Bremen } cited

This is added here by order of the honorable court, the 18th December Anno 1653.

They are therefore declared contumacious and judgment is given against them by default, all subject to proper accounting.

Court proceedings, February 29 Anno 1652

Interrogatories drawn up for the examination of Gerardus van Wencom, Hendrick Jansz Reur and Jan Bastiaensz

The honorable director asks the above named persons whether they do not recollect having seen on the 8th of this month that when Mr Dyckman, accompanied by five persons and his assistant, appeared before the court, he brought with him into the middle part of the house three soldiers, who were fully armed, namely, with their side arms, two carrying muskets with lighted fuses and one carrying a snaphance?

The deponents jointly declare as stated in the foregoing article.

Director Slichtenhorst protests and complains of violence committed by Mr Dyckman's soldiers on New Year's eve in having several times, contrary to the ordinance, shot burning fuses on the roof of the patroon's house and also on the house of the director, which is covered with thatch, so that the fore part of the house seemed ablaze and the director's son, in the intense cold, was moved to spring naked out of bed to extinguish several papers, and having therefore endangered not only the honorable masters' house, property and papers, but more particularly some people's lives. . . . [about two lines destroyed].

[106v] Secondly, the aforesaid director complains and protests about great and notorious violence and maltreatment received by his son on New Year's day last past at the hands of Mr Dyckman and his soldiers, who suddenly grabbed him by the hair and at the same time struck him on the forehead so that he fell down and in the presence of the aforesaid Dyckman not

only beat him black and blue, but dragged him through the mud and mire and treated him inhumanly as if he were a criminal, yes, struck his children with their guns and threatened to shoot them, but were prevented from doing so. And that without any reason or occasion therefor in the least, so that from this cruel abuse of power a massacre might easily have resulted. And he, Dyckman, encouraged his soldiers in their evil work, while they thus inhumanly treated the director's son and his children, by calling out aloud: "Beat him now and may the devil take him!"[1]

Likewise, the aforesaid director complains and protests about violence committed by Mr Dyckman in coming on the 8th of February 1652 with his six persons and three soldiers, armed with guns with lighted match and side arms, at the time that the court was in session, into the house of the honorable masters and into another man's jurisdiction, of which the director was informed and had knowledge only after the court had adjourned. And whereas no one has a right to enter another's jurisdiction by force of arms [107] except with the previous consent of the officer or the commissioners of the court, this tends not only to the disparagement of the court, but also of the authority of our supreme government, which is likewise represented here.

Furthermore, the director complains and protests against the insults offered by Mr Dyckman on the 8th ditto in bringing his assistant and the aforesaid persons into the court and ordering him to sit down at the table and to make a note of everything that he, Dyckman, proposed, against which Director Slichtenhorst expressly protested, refusing to suffer it in any way and ordering him to get out, as he did. And afterwards, the aforesaid Dyckman again made him come in, against the aforesaid protest and the order of the director, so that violence prevailed over justice.

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[1] [In the margin is written:] And when Dyckman was told that the scandalous treatment of the director's children would be avenged, the said Dyckman ordered his gunner, Pieter Jacobsz, to load his pieces with [ball], saying that they would fire through the director's house, as the said gunner himself confessed to the director and is well known to every one.

[107v] Citations:

The honorable director causes Rutger Jacobsz and Jacob Jansz to be arrested in the colony and to be cited to appear on the 22d of this month on account of the crime committed against the person of Albert, the carpenter.

23d ditto. Jan Thomasz causes Claes Uylespiegel to be arrested and cited.

Jan Thomasz claims that Claes Teunisz owes him fl.72.

Claes Teunisz admits the debt as above.

Jan Thomasz asks judgment or security for the amount aforesaid.

Claes Teunisz promises by handshake before the director to pay the aforesaid fl. 72 in good faith to Jan Thomasz within the space of five weeks after this date, binding thereto his person and property, according to law, for which he will give a note in due form.

First default { Jacob Jansz Stol and Rutger Jacobsz

This day the director gave notice to Adriaen Huybertsz that he must leave his farm on the first of May next.

[108] Extraordinary session, March 2 Anno 1652

Information taken by the director about Claesje, a negress, being the slave of Sander Leendersz, accused of theft.

She declares that she stole the following goods from her master and gave them to the following persons:

To Jan Michielsz

He gave her an old undershirt and promised her a new one and a cap with lace.

Two white blankets, taken by him from the garret

1 bundle of bar lead, which he took himself out of the cellar

2 bundles of combs, taken by him from the room

Catalyn Sanders denies that she loaned any candles to him and adds that he said that the negress stole them from her and brought them to her.

3 or 4 candles } He admits this, but says
Again 6 candles } twice three, which she brought him.

The negress declares that Jan Michielsz drew his knife and forced her to give him the lead and also asked for mackerel and beef.

Also to Jacob Luyersz, as follows:

3 yards of red cloth. He promised to take her to the Manhatans and that she would then get a husband.

1 tub of butter, taken by him, saying that he bought it from her master, adding: "Your mistress knows about it."

8 bars of lead

Also a handkerchief full of butter, fetched by him on condition that she should take it to the Manhatans.

She also declares that with tears in his eyes and folded hands he begged her two or three times, saying: "My dear Catalyntje, forgive me the wrong I have done you."
He also prayed de Hoges to come sometime to console him, as at times he had a hard struggle and suffered great temptations.
This took place at the house of Jan Verbeeck ... house, on a ... afternoon ... [five or six words destroyed].

[108v] Court proceedings, March 7 Anno 1652

Cited at the request of the director:

First default

Claes Braebander [1] and his servant
Rutger Jacobsz
Claes Gerritsz
Aert Jacobsz
Kees Schoester [2]
Goossen Gerritsz

[1] Claes Jansz from Bockhoven, in Brabant.
[2] Cornelis Teunisz van Westbroeck.

Jan Michielsz say that those who bring the aforesaid charges against him, lie.

The director demands bail to the action against Jan Michielsz within the space of eight days.

Jan Michielsz offers to go to prison in lieu of bail.

Jacob Luyersz admits that the negress showed him a cap, but denies that he gave her the cap. He acknowledges that the negress openly accused him in the presence of Jacob Jansz Stol and Philip Pietersz Scheuler.[1] He says that he had no reason for taking the cap out of the negress' hands or for putting it in his pocket, except that he was dejected in spirit.

The director demands bail as in the case of Jan Michielsz.

Jacob Jansz Stol declares that the negress in his presence said to Jacob Luyersz that he had given her the cap in order that she should keep still about the butter.

[109][2] Whereas Claes Jansz van Bockhoven, contrary to the ordinance of October 16, 1648, renewed on November 23, 1651, out of spite, against the special prohibition of the director, had his servant, for whom he is responsible, draw [wood] for Lambert van Valckenburch, he is condemned to pay at once, according to the ordinance, three guilders for each load. *Actum in Collegio*, on the date above written.

Present:

Director B. v. Slichtenhorst
A. van Curler
J. B. van Rensselaer
Jan Verbeeck
Pieter Hertgers

Claes Jansz has satisfied this judgment in the sum of sixteen guilders and ten stivers, for which the director issued and signed a receipt on the date above written.

To my knowledge,

A. DE HOOGES, Secretary

[1] Philip Pietersz Schuyler.

[2] The following lines are cancelled at the top of the page: Claes the Braebander says that he will pay the full fine, if he gets a certificate signed by the entire court, which he says he will then send to Mr. Stuyvesant.

Having seen the replication of the director against Cornelis Teunisz van Westbroeck, the same is put into the hands of the opponent to make answer thereto without fail within two weeks after this date.

[109v] Court proceedings, March 14 Anno 1652

Cited by the director: Claes Gerritsz.

Pieter Hertgerts causes Teunis Dircksz to be cited.

Goossen Gerritsz causes Jacob Lambertsz, shoemaker, to be cited.

Teunis Dircksz releases and discharges Pieter Hertgerts from his obligation as surety for the patroon's interest as to the purchase of the brewery in the Grenen Bos.

Extraordinary session, March 16 Anno 1652

Hendrick Westerkamp says that at the request of Commissary J. Dyckman he made an affidavit concerning the former brickyard, a little south of the first kill, in which he declared that the same belonged to the company and that they had a small house there.

Extraordinary session, March 19 Anno 1652

Whereas Johannes Dyckman, commissary of Fort Orange, and his adherents by forcible means have ventured to enter the jurisdiction of the colony of Rensselaerswyck and to erect [three] several boundary posts, without serving notice thereof on the court, the court messenger is ordered to demand in the presence of the accompanying witnesses [110] by what order and authority Mr Dyckman has undertaken to commit this trespass on the colony. And in default of any authority from their High Mightinesses, we are in honor and by virtue of our oath, in the name of our honorable masters, bound to have the said posts removed and taken away from their places, protesting before God Almighty and their High Mightinesses aforesaid against the trespass and public violence that has been committed and demanding reparation

of all loss and damage and calamities which have already resulted or may hereafter result therefrom.

Sent to Mr Dyckman: A copy of the above resolution.

Secondly, a short memorandum and deduction, dated March 19, 1652.

Thirdly, an answer to the positive questions of March 16 and 18, 1652.

The court messenger reports that he delivered the aforesaid writings to Mr Dyckman in the presence of Sander Leendersz and Jan Thomasz, requested to act as witnesses thereto, and that he replied that he would answer them this evening.

[110v] Court proceedings, March 21 Anno 1652

Upon the petitions of Jan Michielsz and Jacob Luyersz it is resolved:

Serves for apostil: The negress of Sander Leendersz first made known or gave publicity to the matter, whereupon, being examined by us, she declared as is known to the petitioners, to which declaration they are hereby referred.

Upon the petition of Thomas Chamber it is resolved:

Serves for apostil: The petitioner shall receive what is due him according to the contract.

Extraordinary sessions, March 22 Anno 1652

By the director the following were summoned to appear before the court:

Sander Leendersz

Catalyn Donckesz, his wife

Egbert Dojesz, their servant

Catalyn and Egbert declare that Commissary Dyckman on March 21, [1652], came to the house of Sander Leendersz and asked whether the [negress was] theirs? Answered, Yes. Whereupon he answered: " [She must go with me to the Fort; she has slandered [honest] people and the case is not [being

prosecuted."] Catalyn replied: "Not without the consent of my husband." The commissary said: "I shall make her come and have soldiers get her." Thereupon Sander [111] was asked to come home by his servant, being at that time at the house of Willem Fredericksz. Coming home, Sander Leendersz asked Commissary Dyckman what he wanted? He said he wished to take the negress with him. Sander Leendersz asked: "For what reason?" The commissary replied: "Because she has slandered honest people and the case is not prosecuted." Sander Leendersz said: "Monsr. Dyckman, not this evening, but come to-morrow, we shall then see what we can do." Whereupon Monsr. Dyckman angrily replied: "If you refuse me, I have the power to take you and your wife and your whole family and to ruin your house and to shoot it to pieces, for you dwell on the Company's ground." Whereupon Sander answered: "I have nothing to do with you; I can not give allegiance to another lord before I am released from the first." The commissary said: "Wait, wait, until Mr Stuyvesant comes up the river; then I will teach you differently." Sander replied: "When Mr Stuyvesant comes up the river, I may perhaps have as much right as you have." Whereupon the commissary drew his rapier and threatened to run said Sander through, so that Sander in defending himself was stabbed. Thereupon the commissary went to the fort. Sander Leendersz declares also that the same day he was by order of Commissary Dyckman summoned by Huybert de [Guyt] to come to the fort [111v]. On entering the fort, Sander Leendersz said: "Good morning Monsr. Dyckman, what is your pleasure?" Whereupon he answered: "I arrest you here in the fort. I understand that you have two commissions." Sander replied: "That is true, in fact, I have three of them, one from Mr Kieft, deceased, one from Mr Stuyvesant and one from the honorable masters of the colony." They jointly declare by true words and handshaking with the honorable director, instead of an oath, that all this took place as stated. Dated as above.

March 25 Anno 1652

Philip Pietersz Scheuller declares that Mr Dyckman said to him on the 20th of this month that when Mr Stuyvesant came up the river and he did not care to see it,[1] he should see to it that he was not present, or go down the river. And Philip Pietersz asking: Why?, he replied that he would not have his father-in-law very long and that he, Dyckman, had written information to that effect.

Philip Pietersz Scheuller and Robert Vasterick declare that it occurred on New Year's day, 1652, that when, as more fully stated before, a soldier was scandalously beating the honorable director's son[2] and dragging him over the ground in the fort and they, the deponents, as far as they could were trying to prevent it, the commissary [112] threatened to run them through if they dared to interfere.

Catalyn Donckesz declares that Mr Dyckman, on the 21st of this month, said to her at her house that a gallows was being built for three persons and that upon her query for whom, he replied: "For Mr Slichtenhorst, his son and J. B. van Rensselaer."

They, [the deponents], by handshake and true words, instead of an oath, have severally declared that the above took place as stated.

Which I certify,

A. DE HOOGES, Secretary

March 30 Anno 1652

The honorable director states that he and his son went this morning with the order granted [by the court] to the house of Cornelis Segersz to receive the outstanding debt due to the honorable masters, but that Cornelis Segersz refused to deliver it, yes, what is more, that the loft door was nailed tight, about which the honorable director highly complains and protests.

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[1] Meaning, the arrest, or execution, of Director van Slichtenhorst, Schuyler's father-in-law.

[2] Gerrit van Slichtenhorst.

[112v] Extraordinary session, March 30 Anno 1652

This date read to the defendant in court.

Whereas Director Slichtenhorst by virtue of his office and his oath, upon a warrant and order from the honorable commissioners went this morning with his people to the house of Cornelis Segersz to get a little grain from the defendant's loft in part payment of his large debt, offering to give the defendant an acquittance therefor, and the said defendant, contrary to the order, refused to deliver the grain to the plaintiff and nailed the loft door tight, so that the plaintiff was not master of his promised grain and own ground and the defendant obeyed others more than his lawful authorities, wholly contrary to the oath taken by him; therefore, the plaintiff demands that the defendant shall not only be condemned to deliver his threshed grain within twice 24 hours on the plaintiff's loft, as is customary, but that the defendant shall remain under arrest until such time as the defendant has delivered to the plaintiff the threshed and unthreshed grain, and that in addition he shall be arbitrarily punished as an example to others. All *cum expensis* of this extraordinary session, of which the defendant is the sole cause, having treated the order of the honorable court with contempt.

This I read to Corn: Segersz in court.

[113] Cornelis Segersz is hereby ordered by the court within the space of four days after this date to remove and bring one hundred and fifty schepels of wheat to the loft of Gysbert Cornelisz from Weesp, under penalty of ten guilders for each day that he remains in default. And the aforesaid grain is to remain at the place aforesaid until the accounts on both sides shall have been delivered and judgment in the matter shall have been pronounced by the court.

April 1, 1652, Sergeant Daniel Litschoo came by order of Mr Stuyvesant into the house of the honorable masters, leaving 14 armed soldiers standing before the door, and asked Slichtenhorst whether he was willing to take down the flag? Whereupon

Slichtenhorst answered, No, and that he had nothing to say here, unless he first showed authority from our honorable masters and their High Mightinesses. The sergeant replied: "Then I shall get it." Against which Slichtenhorst strongly protested.

Likewise it appears that the sergeant and his 14 soldiers, armed with loaded muskets, when they were outside the yard, fired out of spite not only within the jurisdiction of the colony, but also came within the enclosed place of the honorable masters and by force hauled down the flag from the staff, against the will and consent of the director.

[113v] April 9, 1652

In accordance with the preceding resolution it is again resolved that the honorable director, according to the account in Ledger No. F, folio 12, shall pay to Adriaen Huybertsz three hundred and thirty-four guilders, fifteen and a half stivers, (fl. 334–15–8).

By order of the honorable commissioners,

To my knowledge,

A. DE HOOGES

April 10, 1652

Pieter Rywerdingh having this day, without asking, posted a placard[1] on the honorable patroon's house, the honorable

[1] According to E. B. O'Callaghan, *History of New Netherland*, 2:183 and J. R. Brodhead, *History of the State of New York*, 1:535, this placard was issued by General Stuyvesant while on a visit to Fort Orange and contained a proclamation erecting in Fort Orange a Court of Justice for the village of Beverwyck and its dependencies, apart from, and independent of, that of Rensselaerswyck. The text of this proclamation has not been preserved, but it is likely that it was the same proclamation as that which under date of April 15 is referred to as having been drawn up by the director general and council of New Netherland on the 8th of that month The minutes of the court of Fort Orange and Beverwyck show that the members of the newly created court took the oath on April 10, 1652, and that the first session of the court was held on April 15, the very date of the last entry in the record of the court of the colony of Rensselaerswyck presided over by Van Slichtenhorst.

director protested against it, whereupon the aforesaid Rywerdingh answered that whatever came of it the Hon. General Petrus Stuyvesant would make good.

April 15 Anno 1652

We, the undersigned, declare that on this date Pieter Jacobsz tore down a certain placard of the court of this colony, which was affixed to the house of Gysbert Cornelisz.[1]

This declare: Mons[r]. J. B. van Rensselaer, Johan van Twiller and Hendrick Jansz Reur.

We declare that on this date Pieter Ryverdingh, court messenger of Fort Orange, posted on the house of the honorable patroon a [proclamation][2] drawn up on the 8th of this month by the director general and council of New Netherland, against which a protest was made by the director of this colony, who thereupon tore it down, as well as the counterpart thereof affixed to the house of Gysbert aforesaid.

Attested by the honorable director,
Mons[r]. J. B. van Rensselaer and Hendrick Jansz Reur.

[1] Gysbert Cornelisz, the tavernkeeper.
[2] This word is omitted in the text. See preceding note.

APPENDIX

The following inventory of effects taken at the house of Brant Aertsz van Slichtenhorst in 1652, and the debit and credit account of his administration of the colony of Rensselaerswyck, 1648–1650, form part of the documents which were submitted by Van Slichtenhorst as exhibits in his suit against Johan van Rensselaer and the copartners of the colony. They are bound at the beginning of a volume of about 300 pages, marked: "N 15.3.[3] Renselaer C[a.] V. Slichtenhorst," which is deposited in the Rijksarchief in the province of Gelderland, at Arnhem, and which contains the documents in the suit instituted by Van Slichtenhorst in the *Landgericht* of the Veluwe and in the case of appeal of Van Rensselaer against Van Slichtenhorst before the *Klaarbank* at Engelanderholt.

Both documents are printed in Dutch as appendices XI and XII to Mr G. Beernink's biography of Dr Arend van Slichtenhorst and his father Brant van Slichtenhorst, which forms No. 12 of the *Werken* of the historical society "Gelre."

I

INVENTORY

Copy

Inventory of all the effects, contracts, bills of sale, both old and new, and the accounts of the colony as to receipts, disbursements and the animals, for each year separately, of the entire colony, which at the time of Director Slichtenhorst's arrest in the year 1652 were left at the office in the custody of the young patroon Renselaer or afterwards turned over to him:

1 Two tables, one in the front room and the second where communion service is held
2 Two iron chains, or pothooks
3 A baking trough

4 Two scales with several weights
5 Four old andirons
6 Two curtains, a small rug before the bedstead and another before the fireplace
7 Three or four old chairs
8 A small brew kettle with a narrow neck, obtained in the *Greenenbos*
9 A brass-bound schepel measure in the brewery which was and still is in the *Grenenbos*
10 Some stones lying in the yard which came from Rensselaersteyn
11 A book called *de Inleydinghe van de Hollandsche rechtsgeleerdheid*[1]
13[2] All the books of Mr Korler and also of De Hoges, received by the said Director
14 Cornelis Maessen's account and inventory of his undivided estate, and the agreement [of the purchasers?] that they accept the land at the Manhatans for the purchase money
16[2] Also the court record and several ordinances, kept and issued by Slichtenhorst
17 An obligation of Roelof Cornelissen, for which Van Essen is surety, of the 7th July 1646
18 An obligation of Dom. Bogardus, dated July 9, 1647
19 A writ of attachment of money due to Broer Cornelis by Captain Blaeuvelt
20 An obligation of Evert Pels, dated May 15, 1650
21 The copy of the contract of sale of the brewery, dated March 7, 1650
22 The inventory of Quiryn Cornelissen's incumbered estate
23 Slichtenhorst's account book of the colony, in which he settled with every one in presence of Mr Renselaer
24 Slichtenhorst's account of receipts and disbursements

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[1] "Introduction to Dutch Jurisprudence," a famous book by Hugo Grotius, of which many editions have appeared.
[2] Items 12 and 15 do not appear.

25 Copy of Slichtenhorst's contract with the honorable guardians [of the young patroon], executed [at Amsterdam] on November 10, 1646

26 Two ordinances of Mr Stuvesand of the year 1652

27 A resolution of the Director and Council at the Manhatans, or answer which Slichtenhorst and the magistrates of the colony received upon their petition for the release of their Director

28 Declaration of Van Essen[1] regarding the two drowned horses, together with a petition

29 A blue blank-book and an arithmetic

30 A petition of the colonists, after they had taken the oath[2]

Underneath was written: These aforesaid documents I have in part received from the hands of Mr Slichtenhorst and I know where and in whose custody the others are.

Copy, marked K, among the documents of the suit of Brant van Slichtenhorst vs. Johannes van Rensselaer, 1656–61, in the handwriting of Dr Arend van Slichtenhorst.

II

ACCOUNT OF RECEIPTS AND DISBURSEMENTS BY BRANT VAN SLICHTENHORST AS DIRECTOR OF THE COLONY OF RENSSELAERSWYCK

1648–1650

A. Receipts

Brant van Slichtenhorst, director of the colony of Rensselaerswyck, debits himself with the receipt of what the colony aforesaid has produced during the period of his administration, as follows:

---

[1] Cornelis Hendricksz van Es, or van Nes. See minutes of the court of the colony of March 4th, 1649.

[2] Probably the oath taken on November 28, 1651. See minutes of November 23, 1651, in this volume.

1648	The grain received from the Vlackte, as appears under A, amounting by balance to fl.	115:12: 8
	By tithes of Thomas Schamber,[1] 16 schepels of wheat	40:—:—
1649, May 17	By amount assigned by me to Jan van Bremen, to be paid by Peter Claes, as appears on fol. 80	266: 3:—
And 1650	inclusive, received from Rutger Jacobs and Adryaen Huybers	895:14:—
	Feb. 8 Received from Albert Andries	6:10:—
	April 27 Delivered by Thomas Jans 32 schepels of wheat, fl. 80; also 19 days' hauling for the patroon, at fl. 5 a day, fl. 95	175:—:—
	Received from Teunis Cornelis	172:15:—
	Received from Cornelis van Nes	392: 6:—
	May 12 Received from the guardians of the children of the late Cornelis Maess	463:10:—
	Received from Cornelis Segers	923:17:—
	Received from Jan Verbeeck	150:—:—
	Received from Broer Cornelis	128:—:—
	Received from Evert Pels	130:—:—
	Received from Jacob Hevick	20:—:—
	Received from Abraham Staas and Pieter Hertgers	758:16: 8
	Sold two mill stones for	320:—:—
November 7	Sold an old cow to Jan Labatie for	70:—:—
ditto	Sold an ox to Carel van Bruggen	44:—:—
	Received from Jan Hagemans for the right to trade	48:—:—

[1] Thomas Chambers.

From Goossen Gerrits for one year's rent of the brewery, from May 1649 to May 1650		450:—:—
For the patroon's dues, one guilder on every tun		330:—:—
From Goossen Gerrits for one year's ground rent and right to trade, from July 16, 1649, to date, 1650, received four beavers		32:—:—
Received from Cornelis Cornelissen Vos, as above, four beavers		32:—:—
From Cornelis Teunissen van Wijsbroeck for two years' rent and fodder, at 3 beavers a year		48:—:—
By sale of 16 sheep to Mr Stuyvesant	fl. 208	
By an order on Dominus Megapolensis for the sale of books	80	
		288:—:—
1648 and 1649		
Sold to Hogers one cow for	fl. 66	
Also 2 cows @ fl. 40 each	80	
Also 2 goats and 2 lambs	20	
Also 2 window panes @ fl. 4–10st[1] each	9	
		175:—:—
Sold to Steven Jans, carpenter, with advice, 2 goats and 2 lambs for		20:—:—
By attachment of monies in the hands of Nicolaas Coorn, which were due to Hans Vos		51:—:—
Received from Henrick Backer		30:—:—

[1] Stivers.

Jan Thomas and Volckert Jans have furnished 118 lbs. nails for the barn of Jan Berents @ 10 st.	fl. 59	
Also 5 rapier blades at fl. 2–10 each	12:10	
		71:10:—
Sander Lenerts has paid by an order on Andries Herberts		50:—:—
Received from Steven Jans, carpenter, 98 boards @ 16 st. each	78: 8:—	
14 more @ 18 st. each	12:12:—	
		91:—:—
For 30 rapier blades, which were broad, rusted and not merchantable, presented to the [Indian] chiefs, valued at one guilder each, amounting to		30:—:—
Received from Cornelis Segers 200 schepels of wheat, by attachment of what was due there to Adriaen van der Donck		500:—:—
	fl.	7319:12:—

B. Disbursements

The following is the account of disbursements out of the aforesaid funds, during the years 1648, 1649 and 1650

Paid to Dominus Megapolensis toward settlement of his account	fl.	2997: 8:—
Paid to Hoges		1365:—:—
For making and covering a hay barrack on the farm of Teunis Cornelissen, 4 beavers		32:—:—
For purchase of the kill called Papenakick and expenses, disbursed and paid		264:—:—

The purchase and expenses of Kastil [Katskil][1]		1239: 4:—
The purchase of Klaverrack[2] amounts to		653: 9:—
1648, August 4 Presented to the chiefs of the Maquas of the three castles		125:—:—
Came short on the claim of the Maquas, anno 1648	fl. 225	
and anno 1649	100	
		325:—:—
Expenses incurred on account of the Indians Anno 1648	400	
In the year 1649	200	
In the year 1650	100	
		700:—:—
For damage suffered through lack of use of the garret and the cellar, contrary to my contract, and caused by Vasterick and his family (*de siinnen*) for which compensation must be made to me		300:—:—
Paid to Andries Herberts		200:—:—
Paid to Frederick Lubberts for freight of ten barrels of lime		28:—:—
Paid to Evert Duyckingh[3] for window panes		44:—:—
To skipper Reynert Pieter Beth for bringing the panes up the river		3:10:—
Paid to Abraham Pieters, carpenter, for wages, counting in his board		138:12:—

[1] April 19, 1649.

[2] May 27, 1649.

[3] Mr. Beernink, p. 167, states that Evert Duyckingh, at the end of his account, offered to burn coats of arms or marks in glass. He was, therefore, probably the man who made the window panes with the arms of the Van Rensselaer, Schuyler and other families that were placed in the church built in 1656.

Paid to Roelandt Savery for setting panes		37: 5:—
Paid to Abraham Staas by order of the honorable guardians	fl. 139: 5:—	
Paid him on account of the patroon	26:13:—	
		165:18:—
To Dirck Jans, carpenter, for masonwork, including his board		9:10:—
Paid to Hans Vos for his services as court messenger for about a year and for wages and board		790: 5:12
Paid to Rutger Jacobs for taking the wife and children of Dominus Megapolensis and their effects to the Manhatans		20:—:—
Paid to Frederick Lubbertsen for taking Dominus Megapolensis and his son and chest from the colony to the Manhatans		30:—:—
Paid to Frederick Lubberts for [passage of] the Dominus who had come here to hold divine service, etc.		8:—:—
Paid to Steven Jans, carpenter, for annual wages until August 13, 1650	fl. 544:13: 8	
and for board	137:—:—	
		681:13: 8
According to resolution of the court, dated November 15, 1649		
To Jan de Kaper for bringing Steven Jans, carpenter, together with his wife, child and baggage up the river		20:—:—

Paid to Jacob Hey for 500 single [nails] @ fl. 1:4 the hundred fl. 6:—:—
and 200 double [nails] @ fl. 2:8 4:16:—
10:16:—

Paid to Adriaen Bloemaert 100 lbs. double *sunddel* [*solder*, or floor?] nails 4 beavers @ fl. 8 32:—:—

Paid to Jan Appel for 70 lbs. of nails 3 1/2 beavers 28:—:—

Jan Appel has also delivered to Pieter Teunissen 10 lbs. of nails, to Teunis Cornelissen 20 lbs. ditto, together 30 lbs., for which was paid 12:—:—

Paid to Jan Labatie, for making a baking trough, hanging the doors of the court yard (*plaats*) of the patroon, and expenses 7:—:—

Also paid to Jan Labatie for nails furnished to Jan van Bremen at Bethlehem, two beavers 16:—:—

Paid to Nicolaes Coorn for 300 nails @ fl. 1:4 the hundred 3:12:—

Paid to Albert Andriessen for four hemlock timbers 1:—:—

Paid to Willem Fredericksen and Herman Bastiaens for making two cots, of which one was spoiled 6:—:—

Paid to Reyer Stoffels for altering three iron chimney anchors and for nails 1: 6:—

Paid to Andries de Vos for two days' wages for work in the cellar and board 7:—:—

Paid to Beernt Gerrits for 8 1/2 days' wages for work in the cellar and on the upper roof @ fl. 1:10 a day	fl. 12:15:—	
and for 8 1/2 days' board	8:10:—	
		21: 5:—
To Jacob Hevick for 15 1/2 days' labor in the cellar @ fl. 2 a day	fl. 31:—:—	
and for board	15:10:—	
		46:10:—
To Huybert Jansz. for bringing 69 schepels of oats on board for Dom. Megapolensis and to Carsten Carstens for measuring, together		2:—:—
In 1648 and 1649, until 11 April 1650, Thomas Jansz. has hauled clay, dirt and lumber for 19 days at fl. 5 a day	95	
and board	19	
		114:—:—
To Jan Berents for 10 days' hauling as above at fl. 5 a day	50	
and for board	10	
		60:—:—
To said Jan Berents for [work on] the new buildings		202:—:—
Paid to Jan Smith for 44 days' labor at fl. 1:10— a day	66	
51 days' board	51	
		117:—:—

Paid to Jacob Aryaens for a wheelbarrow 6:—:—

Paid for a ladder 2:10:—

For my extra trouble and writings against Pieter Stuyvesant regarding the buildings in the *Byeenwoninghe* 250:—:—

Paid to Gerrit van Wencom for copying all the writings six times at fl. 5 each 30:—:—

For firing by order of the honorable guardians upon the arrival of the Hon. General in 1648 a salute of six guns and on his departure three, for which, with the cleaning of the gun, was used 24 lbs. of powder @ fl. 2 the pound; also three days' board of Jan van Bremen and Hans Jans from Rotterdam, together 54:—:—

Paid by order of the guardians to a squaw whose corn was eaten by the patroon's horses 7:—:—

To 4 beavers sent by Rutger Jacobs for 2000 bricks from the north for the chimney and for the freight, together 35:—:—

Paid for 2 reams and 4 quires of paper 29:—:—

Paid for locksmith's work 11:16:—

For 5 hatchets 9:10:—

For covering 4 sashes with cloth 3:12:—

——— 24:18:—

1648, September 14 At the leasing of 6 lots paid in premiums to the highest bidder in cash, as appears from the minutes 32:10:—

Paid to Gysbert Cornelissen, innkeeper, for tavern expenses at the leasing and for wine for communion service, the toll on which is due to the patroon		176: 6:—
Paid to Abraham Staas for two large locks for the ankle shackles, one beaver		8:—:—
To 4 1/2 schepels of wheat sent to the fatherland		11: 5:—
Paid to Jan, the boy of Cornelis Segers, for hunting up the patroon's boat which the savages had stolen		1:10:—
Paid for the purchase of the house of Jan van Bremen, now situated on the farm of Jan Berents		327: 8:—
To commission paid for the sale of the brewery		23:—:—
1648 and 1649 To the sons of Cornelis Segers for 3 days' hauling of heavy logs with four horses and for board		6:—:—
Paid June 15, 1649, upon order on the part of the patroon for ransom of a French Christian	56	
and anno 1650 for another French Christian	6	
	——	62:—:—
1650, January 31 Paid in commissions at the leasing of the farms of Jan [van] Bremen and Cornelis Cornelissen and the sale of the two mill stones		47:—:—
ditto, April 14 Paid to Christoffel Davits in settlement of de Hoges' account		6:—:—
To Rem Jansen, smith, for ironwork for the patroon's house		27:—:—

By order of the court arrested Dirck Henricks, Claes Andriessen and Jacob Henricks, whereof the director has handed in a specified account of expenses

Claes estimated at	104:14:—	
Dirck at	118:10:—	
		223: 4:—

For the reimburstment of which expenses security has been given.

Paid to Vasterick for Dirck Henricks	115:—:—	
and for a hat	14:—:—	
Whereas the said Dirck by a judgment of the hororable court was ordered to go to Katskill in the service of the patroon, it follows that the director must be reimbursed for the monies advanced by him with interest		129:—:—
In the winter of 1650 fire broke out three times in the patroon's chimney and was attended with great danger. The expenses of extinguishing the fire and bricking up the holes amounted to		27:—:—
Sent to the patroon 64 beavers @ fl. 8		512:—:—
Paid to Claes Tyssen according to the judgment and receipt		200:—:—
To Gerrit van Wenkom for his services as *lieutenent-schout* (deputy sheriff), for 2 years, at fl. 300 a year		600:—:—
Whereas the guardians promised Slichtenhorst by contract a free dwelling as van Curler has had heretofore, but		

others instead of Slichtenhorst have enjoyed this and he therefore has had no free dwelling, but a very unfree (*onvrye*, i.e., without any privacy) and forlorn house and small barn, he reckons that he has thereby suffered yearly a loss and damage of more than fl. 150, amounting in three years to	450:—:—
There is also due to Slichtenhorst for extra pay and all his expenses	309:—:—
Due also to Slichtenhorst for expenses on account of colonists and gentlemen who come and go and entertainments, yearly fl. 200, in three years	600:—:—
Due to me for extra trouble and writings on account of Adriaen van der Donck	250:—:—
Also for writings, trouble and expenses in connection with proceedings against Michiel Jansen	200:—:—
Due to Gerrit van Wenkom for copying all the foresaid writings six times @ fl. 5 each	30:—:—
Slichtenhorst is by virtue of his contract entitled to 4 milchcows at fl. 20 a year, which cows he, Slichtenhorst, has used not for his own benefit, but largely for that of the lord patroon, to occupy the vacant farms, in order thus to keep out the savages as far as possible, the more so as the savages, one after the other, even took possession of the empty houses; amounts in three years to	240:—:—

Also for the promised horses at fl. 30 a year, in three years	180:—:—
Also for 4 morgens of arable land at fl. 20 a year, amounting in three years to	240:—:—
Also for loss of 4 morgens of pasture at fl. 10 a year each and the increase of cattle, amounting in three years to	120:—:—
Also the late rumors, called the Maquas war, cost me in addition to other large presents	159:—:—
Also to expenses connected with the arrest of William Juriaens, assessed by the honorable court according to the declaration at	118:—:—
Paid in specie for five captured wolves, according to the ordinance	24:—:—
Whereas the Director was commissioned in writing to go to the Manhatans about three matters concerning in the highest degree the jurisdiction of the lords patroons, the total charges for the trip are	131: 2:—
To balance of accounts of Jan van Twiller, for money advanced to Frederick Lubberts. Also for 23 weeks' board, which, being called upon to pay the same before his departure, he said in the presence of all the magistrates would be paid by the patroon. Also for 8 schepels or oats, amounting in all to fl. 160, against which there is credited to him fl.27, so that there is still due to me	133:—:—

Whereas the seawan was reduced in value at the Manhatans, to wit, from six to eight [beads] for one stiver, I stated in a memorial to the honorable court that, as I had a considerable quantity on hand, I could not afford the loss. July 23, 1650, I was by decision of the court, referred to the patroon, the amount allowed being		310: 4:—
Still due per cash account		1408: 5:—
1650, 28 Sept. Presented to the principal chief of the third castle who came to see us according to his custom:		
For clouts	3: 4: —	
Four knives	— : 6: —	
Four awls	— : 1: —	
A few days' board	7: 5: —	
		10:16: —
Whereas I have had more than a hundred sleighloads of manure drawn into the patroon's garden and kept the clapboard fence around the yard in repair at my own expense, and my contract provides that the expenses are to be charged to the patroon and the same has cost me me at least one hundred guilders, there is due		100: —:—
The amount of salary which according to the contract must be paid here in this country is fl. 750 a year, amounting for three years, to wit from March 22, 1648, to ditto 1651, to		2250:—:—
Total amount due		fl. 21118:14:12

From this is to be deducted the receipts specified above	7319:12:—
Net amount due	fl. 13799: 2:12
This date, the 20th of January anno 1651, the above account was examined by the commissioners of the colony of Renselaerswyck, who found the disbursements to amount to	fl. 21118:14:12
The receipts	7319:12:—
So that there remains due	fl. 13799:2:12

Thus done in accordance with the instructions of the commissioners and of the Hon. Director Brandt van Slichtenhorst, dated the 4th of September Anno 1647.

Done at Renselaerswyck, on the date above written.

Was signed: Antonius de Hooges, Secretary and Commissioner

A. van Curler, Commissioner

Being asked for information in regard to the above account, Arent van Curler wrote on September 1, 1659, to Johan van Rensselaer as follows:[1]

Dear Sir and worthy cousin:

Salute! There being a time for everything, this opportunity presents itself, which I do not wish to let pass. As to Slichtenhorst, of whom your honor writes that he obtained a judgment for some thousands on the basis of the account of about 13,000 guilders which the late De Hoges and I are said to have signed, I think it is true that we signed it, but that we approved it, *non credo*. Why is no attention paid to our way of signing it?

Owing to the length of time that has passed, I have forgotten the circumstances, but (under correction) it seems to me

[1] The Dutch text of the letter is printed on p. 245–46 of Mr. Beernink's biography of Van Slichtenhorst.

and my recollection is that we examined the accounts and the vouchers and found the receipts to be so much and the disbursements so much, but as to having signed, approved and ratified the same, I trust we did not, as the commission of the commissioners gives them power to examine and discuss the director's accounts provisionally, but the approval must come from the patroon and the co-directors.

Mijnheer, mon cousin,

Your willing cousin and servant,

Was signed: A. van Curler

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